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FILED

2011 SEP 22 AM 11:24

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
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17 CHIPOTLE MEXICAN GRILL, INC.

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19
20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 KEVIN SHENKMAN, individually,
23 and on behalf of other members of the
24 general public similarly situated

25 Plaintiffs,

26 v.

27 CHIPOTLE MEXICAN GRILL, INC.,
28 a Delaware corporation; and DOES 1 to
100 Inclusive,

29 Defendants.

30 Case No.

31 CV11-7835-RGK
(RZ)

32 DEFENDANT CHIPOTLE MEXICAN
33 GRILL, INC.'S NOTICE OF
34 REMOVAL UNDER 28 U.S.C. §§ 1441(a)
35 & 1453

36 Removal Date: September 22, 2011
37 Trial Date: Not Set

38 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

39 PLEASE TAKE NOTICE THAT Defendant Chipotle Mexican Grill, Inc.
40 ("Chipotle"), by and through undersigned counsel, hereby removes this action to this
41 Court pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453. This lawsuit is

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16 CHIPOTLE MEXICAN GRILL, INC.

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 KEVIN SHENKMAN, individually,
20 and on behalf of other members of the
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24 CHIPOTLE MEXICAN GRILL, INC.,
25 a Delaware corporation; and DOES 1 to
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GRILL, INC.'S NOTICE OF
REMOVAL UNDER 28 U.S.C. §§ 1441(a)
& 1453

Removal Date: September 22, 2011
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TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE THAT Defendant Chipotle Mexican Grill, Inc.
("Chipotle"), by and through undersigned counsel, hereby removes this action to this
Court pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453. This lawsuit is

1 independently removable under both Section 1332(a) (individual diversity of
2 citizenship) and Section 1332(d) (class action diversity of citizenship). In support of
3 such removal, Chipotle states as follows:

4 1. Complaint Filed on August 19, 2011. On August 19, 2011, Plaintiff
5 Kevin Shenkman (“Plaintiff”), individually and on behalf of other members of the
6 general public similarly situated, commenced this civil action by filing a Class Action
7 Complaint in the Superior Court of the State of California in and for the County of
8 Los Angeles, captioned Kevin Shenkman, individually and on behalf of other
9 members of the general public similarly situated, Plaintiffs, v. Chipotle Mexican
10 Grill, Inc., and DOES 1 through 100, Defendants, Case No. BC 467980. True and
11 correct copies of the Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and
12 Statement of Location and Class Action Complaint are attached hereto as **Exhibit A**.

13 2. Chipotle Served on August 23, 2011. Chipotle was served with the Class
14 Action Complaint via personal service on August 23, 2011. True and correct copies
15 of the Summons, Notice of Case Assignment, Alternative Dispute Resolution (ADR)
16 Information Package and Voluntary Efficient Litigation Stipulations packet that were
17 served upon Chipotle are attached hereto as **Exhibit B**.

18 3. Chipotle Has Not Yet Answered or Responded to the Complaint.
19 Chipotle has not yet filed an Answer, or otherwise responded, to the Class Action
20 Complaint.

21 4. On September 12, 2011, Chipotle received via mail service a Notice of
22 Non-Complex Designation and Reassignment, to which Plaintiff’s counsel attached a
23 Minute Order dated September 1, 2011, designating Plaintiff’s lawsuit as non-
24 complex and reassigning it to another Department. A true and correct copy of the
25 Notice of Non-Complex Designation and Reassignment is attached hereto as **Exhibit**
26 **C**.

1 5. On September 22, 2011, Chipotle filed in the Los Angeles County
2 Superior Court a peremptory challenge to the assigned Judge. A true and correct
3 copy of that peremptory challenge is attached hereto as **Exhibit D**.

4 6. Chipotle is unaware of there being any other documents on file with the
5 Los Angeles County Superior Court in this action.

6 7. Removal Timely. This Notice of Removal is timely filed within 30 days
7 of service of the Class Action Complaint upon Chipotle.

8 8. The action was pending in the Los Angeles County Superior Court, which
9 court is in the territory of the United States District Court for the Central District of
10 California.

11 9. Diversity Jurisdiction Proper. This matter is a civil action of which this
12 Court has original jurisdiction under 28 U.S.C. § 1332(a), and is one which may be
13 removed to this Court by Chipotle pursuant to 28 U.S.C. § 1441(a), in that it is a civil
14 action between citizens of different states and the matter in controversy exceeds the
15 sum of \$75,000, exclusive of interest and costs. This matter is also a civil action of
16 which this Court has original jurisdiction under 28 U.S.C. § 1332(d), and is one
17 which may be removed to this Court by Chipotle pursuant to the provisions of 28
18 U.S.C. §§ 1441(a) & 1453, in that it is a civil class action between citizens of
19 different states; the aggregate matter in controversy exceeds the sum or value of
20 \$5,000,000, exclusive of interest and costs; and the number of members of the
21 proposed plaintiff class is likely to exceed 100.

22 10. Diversity of Citizenship Exists Between Parties. As discussed in detail
23 below, Chipotle is a Delaware corporation with its principal place of business in the
24 State of Colorado. (*See* Declaration of Robert Wilner [“Wilner Decl.”], ¶¶ 4-28 &
25 Exhibits A & B, attached hereto as **Exhibit E**.) Plaintiff alleges that he is a resident
26 of the State of California, and the proposed class consists exclusively of California
27 residents. (Class Action Complaint, ¶¶ 9 & 23.) Therefore, diversity of citizenship
28 exists and supports removal under both 28 U.S.C. § 1332(a) and 28 U.S.C. § 1332(d).

1 11. Chipotle's Principal Place of Business is in Colorado. Under the "nerve
 2 center" test articulated in *Hertz Corp. v. Friend*, __ U.S. __, 130 S. Ct. 1181, 175 L.
 3 Ed. 2d 1029 (2010), a corporation's "'principal place of business' refers to the place
 4 where the corporation's high level officers direct, control, and coordinate the
 5 corporation's activities." *Id.* at 1186 (citing *Wisconsin Knife Works v. National Metal*
 6 *Crafters*, 781 F.2d 1280, 1282 (7th Cir. 1986); *Scot Typewriter Co. v. Underwood*
 7 *Corp.*, 170 F. Supp. 862, 865 (S.D.N.Y. 1959)). As explained below and in the
 8 attached Declaration of Robert Wilner, Chipotle's high level officers direct, control
 9 and coordinate Chipotle's activities throughout the United States and internationally
 10 from Chipotle's corporate headquarters in Denver, Colorado.

11 12. Chipotle is headquartered at 1401 Wynkoop Street, Suite 500, Denver,
 12 CO 80202. (*See* Wilner Decl. at ¶ 5 & Exhibit A, p. 1 [identifying 1401 Wynkoop
 13 Street, Suite 500, Denver, Colorado 80202, as the address of Chipotle's "Principal
 14 Executive Offices"]). Chipotle employs approximately 150 executive and
 15 administrative employees at its headquarters in Denver, Colorado. (*See id.*) As
 16 explained in detail below, the majority of Chipotle's executive officers and principal
 17 decision-makers are headquartered in, and work from, Chipotle's Denver offices.
 18 (*See id.* at ¶¶ 11-23.) No officer of the Company lives or has offices in the State of
 19 California. (*See id.* at ¶ 24.)

20 13. Although Chipotle does maintain a few other offices in other parts of the
 21 United States, each such office serves a limited purpose and houses a relatively small
 22 number of employees. (*See id.* at ¶¶ 6-10.)

23 14. There is a presumption that Chipotle's principal place of business is
 24 located at its Denver headquarters. *See Friend*, 130 S. Ct. at 1192 (a corporation's
 25 "'principal place of business' ... in practice ... should normally be the place where
 26 the corporation maintains its headquarters") & 1193-94 ("A corporation's 'nerve
 27 center,' usually its main headquarters, is a single place.;" "A 'nerve center' approach,
 28 which ordinarily equates that 'center' with a corporation's headquarters....");

1 Wisconsin Knife Works, 781 F.2d at 1282 (“In the absence of any reason to think that
 2 Black & Decker’s principal place of business might be in Illinois or Delaware, the
 3 two states of which the defendant is a citizen, the fact that its headquarters is in
 4 Maryland warrants an inference that the parties are of diverse citizenship.”).

5 15. In addition to serving as its headquarters, Chipotle’s Denver offices are
 6 also its “nerve center” because it is the place from which its “high level officers
 7 direct, control, and coordinate the corporation’s activities.” *Friend*, 130 S. Ct. at
 8 1186.

9 16. Although, as of June 30, 2011 (the date reported in Chipotle’s most
 10 recently filed Form 10-Q), Chipotle operated 1131 restaurants throughout the United
 11 States, as well as in Canada and the United Kingdom (*see* Wilner Decl., ¶ 26 &
 12 Exhibit A, p. 5), the operations of those restaurants are directed, controlled and
 13 coordinated by the high level officers resident in Chipotle’s Denver headquarters.
 14 Where, as with Chipotle, ““a corporation is engaged in far-flung and varied activities
 15 which are carried on in different states, its principal place of business is the nerve
 16 center from which it radiates out to its constituent parts and from which its officers
 17 direct, control and coordinate all activities without regard to locale, in the furtherance
 18 of the corporate objective.”” *Friend*, 130 S. Ct. at 1191 (quoting *Scot Typewriter Co.*,
 19 170 F. Supp. at 865).

20 17. Chipotle’s principal decision makers are its executive officers, executive
 21 directors, board of directors and regional directors. (*See* Wilner Decl., ¶ 11.)

22 18. Each of Chipotle’s five executive officers has offices in and works from
 23 Chipotle’s Denver headquarters, with two of them also working part of their time
 24 from a small executive office in New York City. (*See id.* at ¶¶ 12-16.) Chipotle’s
 25 two co-Chief Executive Officers are the principal executive officers of the
 26 corporation and are responsible for the total management of the corporation by
 27 facilitating the operation of its business while guiding its officers and employees in
 28 furtherance of the company’s objectives. (*See id.* at ¶ 13.) One of Chipotle’s two co-

1 Chief Executive Officers works from offices in Chipotle's Denver headquarters,
2 while the other co-Chief Executive Officer splits his time between Chipotle's Denver
3 headquarters and a small executive office located at 71 Gansevoort Street, Suite 2A,
4 New York, New York 10014. (*See id.*) Chipotle's Chief Financial Officer – who is
5 the corporation's principal financial and accounting officer and is responsible for all
6 financial, accounting and reporting functions of the corporation, as well as for
7 overseeing Information Technology, training, safety, security and risk for the entire
8 corporation – works from Chipotle's Denver headquarters. (*See id.* at ¶ 14 & Exhibit
9 B, p. 34.) Chipotle's Chief Development Officer – who is responsible for the
10 physical expansion of the corporation by overseeing the identification of new markets
11 for Chipotle restaurants and the construction of new restaurants in appropriate
12 markets, throughout the United States and internationally – works from Chipotle's
13 Denver headquarters. (*See id.* at ¶ 15.) Chipotle's Chief Marketing Officer – who is
14 responsible for improving the corporation's marketing direction and message,
15 deepening its relationship with customers and continuing to attract new customers,
16 and who oversees all advertising and promotional programs (including print, outdoor,
17 transit and radio advertisements), in-store communications and design elements (such
18 as menus and signs) – splits his time between Chipotle's executive office in New
19 York City and its headquarters in Denver. (*See id.* at ¶ 16.)

20 19. Each of Chipotle's four executive directors has offices in and works from
21 Chipotle's Denver headquarters, although Chipotle's Executive Director of
22 International Development currently works primarily from Europe. (*See id.* at ¶¶ 17-
23 21.) Chipotle's Executive Director of International Development is responsible for
24 the physical expansion of the corporation in international markets through the
25 identification of international markets for Chipotle restaurants and the construction of
26 new restaurants in appropriate international markets and maintains an office in
27 Chipotle's Denver headquarters but currently works primarily from Europe. (*See id.*
28 at ¶ 18.) Chipotle's Executive Director of IT/Training/PD – who is responsible for

1 maintaining and improving the corporation's integrated information system, which
2 manages the flow of information within each of Chipotle's restaurants and between
3 the restaurants and the corporate offices in Denver – works from Chipotle's Denver
4 headquarters. (*See id.* at ¶ 19.) Chipotle's Executive Director of Purchasing is
5 responsible for overseeing the procurement of food ingredients, equipment and
6 supplies for all of Chipotle's restaurants, throughout the United States and
7 internationally, and works from an office in Chipotle's Denver headquarters. (*See id.*
8 at ¶ 20.) Chipotle's Executive Director of People Support – who is responsible for
9 the implementation of strategies and policies relating to the management of all
10 Chipotle employees, throughout the United States and internationally, in furtherance
11 of the corporation's objectives – works from Chipotle's Denver headquarters. (*See id.*
12 at ¶ 21.)

13 20. Chipotle's board of directors consists of seven members, including
14 Chipotle's two co-CEOs. (*See id.* at ¶ 22.) The members of Chipotle's board of
15 directors are responsible for adopting policies to support the corporation's values and
16 to provide good corporate governance for the entire corporation. (*See id.*) Chipotle's
17 board of directors typically meets three or four times per year in Denver, Colorado,
18 and one time per year in some other, varying location. (*See id.*)

19 21. Chipotle also employs in each of the six regions into which its restaurants
20 are divided (i.e., Rocky Mountain, Pacific, Central, South, Mid-Atlantic and
21 Northeast) a Regional Director who is responsible for business operations in his or
22 her region but who reports to the co-Chief Executive Officer resident in Denver, who,
23 along with the other co-Chief Executive Officer, is ultimately responsible for all
24 business operations. (*See id.* at ¶ 23.) Each of the Regional Directors spends the
25 significant majority of his or her time working at, and traveling between, the
26 restaurants in his or her respective region, rather than working from a fixed office
27 location. (*See id.*) Although some of the Regional Directors do have dedicated office
28 space in the small administrative offices that Chipotle maintains in five of the six

1 regions (*see id.*), the Pacific Regional Director – who oversees operations in
2 Washington, Oregon, Nevada and California – does not have a dedicated office at
3 Chipotle’s Pacific regional office in Sacramento, California. (*See id.*)

4 22. In addition, Chipotle’s Customer Service department is located in its
5 Denver headquarters. (*See id.* at ¶ 25.)

6 23. Thus, Chipotle’s Denver corporate headquarters is not simply an office
7 where the corporation holds its board meetings or where its principal decision makers
8 can work when they happen to be in Colorado. *See id.* at ¶ 28; *see Friend*, 130 S. Ct.
9 at 1192 (A corporation’s “principal place of business” ... should normally be the
10 place where the corporation maintains its headquarters – provided that the
11 headquarters is ... not simply an office where the corporation holds its board
12 meetings....”).

13 24. Although Chipotle employs over 29,000 people and operates 1131
14 restaurants throughout the United States, as well as in Canada and the United
15 Kingdom, almost all of the corporation’s high level officers who direct, control and
16 coordinate its activities work from Chipotle’s Denver headquarters, with two of the
17 executive officers splitting their time between Denver and New York City. (*See*
18 *Wilner Decl.*, ¶ 26.) Conversely, none of Chipotle’s the high level officers who
19 direct, control and coordinate Chipotle’s activities regularly works from California.
20 (*See id.* at ¶ 24.) Of the corporation’s several principal decision makers, only the
21 Pacific Regional Director is a resident of California, but even he splits his time
22 working throughout that state and in other states. (*See id.*) As such, all of Chipotle’s
23 core executive and operational functions are carried out from its Denver headquarters,
24 and, to a much lesser extent, from its small executive office in New York City. (*See*
25 *id.* at ¶ 27.) With the exception of some accounting functions that are performed by
26 employees in Columbus, Ohio, Chipotle’s major administrative functions are
27 conducted in its Denver headquarters, as well. (*See id.*)

1 25. This evidence demonstrates that Chipotle's "nerve center" is its Denver
 2 headquarters. *See Friend*, 130 S. Ct. at 1186 ("To support its position [that its "nerve
 3 center" was in New Jersey], Hertz submitted a declaration by an employee relations
 4 manager that ... stated that the 'leadership of Hertz and its domestic subsidiaries is
 5 located at Hertz's 'corporate headquarters' in Park Ridge, New Jersey; that its 'core
 6 executive and administrative functions ... are carried out' there and 'to a lesser
 7 extent' in Oklahoma City, Oklahoma; and that its 'major administrative operations ...
 8 are found' at those two locations."); *Scot Typewriter Co.*, 170 F. Supp. at 864 ("The
 9 executive offices of the defendant are located in New York; its president and
 10 Chairman of the Board, three of five Vice-Presidents, its Treasurer and Assistant
 11 Treasurer, Secretary, Comptroller, Director of Dealer Sales and Director of
 12 Installment Sale Collections all maintain offices there. Basic policy decisions are
 13 made in the New York office. The personnel, industrial relations, public relations,
 14 purchasing, rental and general services, general office sales, international, advertising
 15 and sales promotion departments are all headquartered in New York. Customer
 16 relations with respect to service, credit, and accounting, affecting sales wherever
 17 made, are administered from New York.").

18 26. Section 1332(a) Diversity: The Amount in Controversy Between Plaintiff
 19 and Chipotle Exceeds \$75,000.00. For the Court to have original jurisdiction over
 20 this civil action pursuant to 28 U.S.C. § 1332(a), the matter in controversy as between
 21 Plaintiff and Chipotle must exceed the sum or value of \$75,000, exclusive of interest
 22 and costs. A conservative, good-faith estimate of the value of the claims asserted by
 23 Plaintiff in his individual capacity demonstrates that the amount-in-controversy
 24 requirement is easily satisfied.¹

25 1 Chipotle does not concede that Plaintiff is likely to prevail on any of the asserted
 26 claims or that, if Plaintiff does prevail on any of the asserted claims, he is entitled to any
 27 damages, punitive damages, attorneys' fees or other relief. Chipotle reserves the right to
 28 dispute, and to defend against, the asserted claims, both with regard to liability and all
 forms of requested damages and relief. *See Lewis v. Verizon Comm., Inc.*, 627 F.3d 395,
 400 (9th Cir. 2010) (to establish the jurisdictional amount, a removing defendant need
 not conceded liability for that amount).

1 27. Plaintiff seeks compensatory and general damages – including emotional
2 distress – according to proof; disgorgement and restitution of all monies allegedly
3 wrongfully obtained by Chipotle; injunctive relief – including that Chipotle be
4 mandated to engage in a corrective advertising campaign and to issue an apology;
5 payment to a cy pres fund; punitive damages; and recovery of attorneys' and expert-
6 witness fees. (*See Class Action Complaint, Prayer for Relief.*) The sum or value of
7 these various forms of relief, as sought by Plaintiff in his individual capacity, clearly
8 exceeds the \$75,000 threshold.

9 28. Indeed, plaintiff's demands for injunctive relief are themselves sufficient
10 to satisfy the amount-in-controversy requirement. Plaintiff demands that the Court
11 issue orders enjoining Chipotle from allegedly misrepresenting or concealing through
12 its in-store advertisements and menus the fact that its pinto beans are cooked with
13 bacon and mandating that Chipotle engage in a corrective advertising campaign. (*See*
14 *id.* at ¶¶ 57, 67, & Prayer, ¶¶ 9 & 11-12.) “In actions seeking declaratory or
15 injunctive relief, it is well established that the amount in controversy is measured by
16 the value of the object of the litigation.” *Cohn v. PetSmart, Inc.*, 281 F.3d 837, 840
17 (9th Cir. 2002). In calculating the value of an injunction, the amount in controversy
18 is satisfied if either party can gain or lose the jurisdictional amount. *See In re Ford*
19 *Motor Co.*, 264 F.3d 952, 958 (9th Cir. 2001). Here, the costs to Chipotle of
20 complying with the injunctive relief requested by Plaintiff would far surpass the
21 \$75,000 threshold. Engaging in a limited statewide print corrective advertising
22 campaign – a form of relief prayed for by Plaintiff (*see Class Action Complaint,*
23 *Prayer, ¶ 11*) – consisting of a full-page advertisement being run on one Sunday in the
24 major daily newspapers in each of Los Angeles, San Francisco, San Diego and
25 Sacramento, would cost Chipotle a minimum of \$189,400. (*See Declaration of Ryan*
26 *Murrin [“Murrin Decl.”], ¶ 3 & Exhibit A, attached hereto as Exhibit F.*) The cost to
27 Chipotle of replacing all of the in-store paper menus in all 181 of its California
28 restaurants would be approximately \$21,500. (*See Declaration of Kirsten Helgeland*

[“Helgeland Decl.”], ¶ 4 & Exhibit A, attached hereto as **Exhibit G.**) The total cost to Chipotle of replacing one menu board in each of its 181 California restaurants with a new menu board indicating that its pinto beans are cooked with bacon would be approximately \$12,000. (See Declaration of Shauna Harvey [“Harvey Decl.”], ¶ 12, attached hereto as **Exhibit H.**) Thus, the minimum cost to Chipotle of complying with the various forms of injunctive relief demanded by Plaintiff would be \$222,900.

29. Although Plaintiff does not detail the nature or amount of his alleged financial losses or emotional distress, Plaintiff’s purported emotional distress claim is also likely to be substantial in light of his allegations that he is both Jewish and a vegetarian but contends that he was nevertheless fraudulently tricked into consuming Chipotle’s pinto beans. (See Class Action Complaint, ¶¶ 10, 18-21, 33-34, 43-44, 51 & 54.)

30. Plaintiff’s claims for punitive damages (see Class Action Complaint, ¶ 51 & Prayer, ¶ 13) are also included in calculating the amount in controversy. See *Davenport v. Mutual Ben. Health & Acc. Ass’n*, 325 F. 2d 785 (9th Cir. 1963). While California law does not provide any specific guidance regarding the amount of punitive damages which may, or should, be awarded under Civil Code section 3294, the proper amount of punitive damages under California law is based on the reprehensibility of the defendant’s misdeeds, the ratio between compensatory and punitive damages and ratio between damages and the defendant’s net worth. See *Boyle v. Lorimar Productions, Inc.*, 13 F.3d 1357 (9th Cir. 1994). Here, in light of the sheer volume of the business that Chipotle conducts in California (see ¶ 37, *infra*), the amount of any punitive damages award that may be entered against it could be substantial.

31. Where, as here (see Class Action Complaint, Prayer, ¶ 14), attorneys’ fees are demanded, such fees are also properly included in calculating the amount-in-controversy. See *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998).

1 It is simply not believable that Plaintiff would incur less than \$75,000 in attorneys'
 2 fees if his individual claims were to proceed through trial.

3 32. In addition to the foregoing amounts, Plaintiff also seeks disgorgement
 4 and restitution of all monies allegedly wrongfully obtained from him by Chipotle and
 5 payment of an unspecified amount to a cy pres fund. (See Class Action Complaint,
 6 ¶¶ 57, 69 & Prayer, ¶¶ 5, 8, 10.)

7 33. Under the circumstances of this case, it is clear that the total sum or value
 8 of the foregoing forms of relief sought by Plaintiff in his individual capacity "more
 9 likely than not" exceed the \$75,000 amount-in-controversy threshold required for
 10 diversity jurisdiction. *See Sanchez v. Monumental Life Ins. Co.*, 95 F.3d 856, 860 (9th
 11 Cir. 1996).

12 34. Section 1332(d) Diversity: The Aggregate Amount in Controversy
 13 Between the Plaintiff Class and Chipotle Exceeds \$5,000,000.00. For the Court to
 14 have an independent basis for original jurisdiction over this civil class action pursuant
 15 to 28 U.S.C. § 1332(d), the aggregate matter in controversy between the proposed
 16 plaintiff class and Chipotle must exceed the sum or value of \$5,000,000, exclusive of
 17 interest and costs. A conservative, good-faith estimate of the aggregate value of the
 18 claims asserted in this action demonstrates that the amount-in-controversy
 19 requirement is satisfied. *See Abrego Abrego v. The Dow Chem. Co.*, 443 F.3d 676,
 20 684 (9th Cir. 2006) ("under § 1332(d)(6), the claims of class members are aggregated
 21 to determine whether the amount in controversy exceeds \$5,000,000").

22 35. Plaintiff seeks – on behalf of himself and the proposed class –
 23 compensatory and general damages – including emotional distress – according to
 24 proof; disgorgement and restitution of all monies allegedly wrongfully obtained by
 25 Chipotle; injunctive relief – including that Chipotle be mandated to engage in a
 26 corrective advertising campaign and to issue an apology to Plaintiff and all members
 27 of the proposed class; payment to a cy pres fund; punitive damages; and recovery of
 28 attorneys' and expert-witness fees. (See Class Action Complaint, Prayer for Relief.)

1 The sum or value of these various forms of relief, taken together, clearly exceeds the
2 \$5,000,000 threshold.

3 36. Plaintiff seeks to certify a class of all California residents who abstain
4 from consuming bacon or pork but nevertheless purchased Chipotle's pinto beans at
5 any time during the period of four years preceding the filing of the Class Action
6 Complaint and final judgment. (*See id.* at ¶ 23.) Based on that broad proposed class
7 definition, it is likely that Plaintiff's demand for disgorgement and restitution of all
8 revenues allegedly improperly obtained by Chipotle (*see id.* at ¶ 57 & Prayer, ¶¶ 5 &
9 8) would alone suffice to satisfy the amount-in-controversy requirement.

10 37. Plaintiff filed his Class Action Complaint on August 19, 2011. Therefore,
11 the period of Chipotle's potential liability with respect to the class proposed by
12 Plaintiff commenced on August 19, 2007, and will run through the date of final
13 judgment in this action, which is likely to be more than a year from now.

14 38. Chipotle's total sales in California since August 19, 2007, have been
15 \$1.147 billion. (*See Harvey Decl.*, ¶ 4.) Although Chipotle believes that it would be
16 impossible ultimately to track which of those sales actually contained pinto beans,
17 Plaintiff's demand for disgorgement (*see Class Action Complaint*, ¶ 57 & Prayer,
18 ¶¶ 5 & 8) would reach the \$5,000,000 amount-in-controversy threshold if Chipotle
19 were required to disgorge less than 0.5% of those sales. Chipotle estimates that
20 approximately \$374.5 million of its total sales in California since August 19, 2007,
21 have been of items likely to contain pinto beans (*see Harvey Decl.*, ¶¶ 4-11),
22 disgorgement of less than 1.5% of which would satisfy the \$5,000,000 requirement.

23 39. Plaintiff also demands, on behalf of himself and a statewide class,
24 damages, including emotional distress damages. (*See Class Action Complaint*, ¶¶ 33-
25 34, 43-44, 51 & 54.) Plaintiff does not detail the nature or amount of his alleged
26 financial losses or emotional distress. However, Plaintiff's allegations that he is a
27 Jewish vegetarian who was tricked into consuming Chipotle's pinto beans (*see id.* at
28 ¶¶ 10, 18-21, 33-34, 43-44, 51 & 54) are likely to result in a substantial emotional

1 distress claim, if believed. When aggregated with similar claims for each of the
 2 unnamed members of the proposed plaintiff class who abstain from consuming pork
 3 for any number of religious, ethnic, moral, health-conscious or other reasons (*see id.*
 4 at ¶ 23), Chipotle's potential exposure with respect to the emotional distress claims of
 5 the proposed class is likely to be substantial.

6 40. As discussed above, the minimum cost to Chipotle of complying with the
 7 various forms of injunctive relief demanded by Plaintiff would be \$222,900. (*See*
 8 ¶ 27, *supra*.)

9 41. Also as discussed above, punitive damages are included in calculating the
 10 amount in controversy. (*See* ¶ 29, *supra*.) Given the volume of business that
 11 Chipotle conducts in California (*see* ¶ 37, *supra*), Chipotle potential exposure with
 12 respect to punitive damages on a class-wide basis is significant.

13 42. Also as discussed above, demanded attorneys' fees may properly be
 14 considered in determining the amount in controversy. (*See* ¶ 30, *supra*.) If this
 15 lawsuit is certified for class treatment and proceeds through trial, the attorneys' fees
 16 of the plaintiff class are likely to be substantial, and add another significant
 17 component to the amount in controversy.

18 43. Again, Plaintiff also demands unspecified payment to a cy pres fund. (*See*
 19 Class Action Complaint, Prayer, ¶ 10.)

20 44. When the potential costs of disgorgement/restitution; damages, including
 21 emotional distress damages; injunctive relief, including an order requiring Chipotle to
 22 undertake a corrective advertising campaign; punitive damages; attorneys' fees; and
 23 payment to a cy pres fund are considered, it easily becomes "more likely than not"
 24 that the aggregate sum or value in controversy in this lawsuit far exceeds the
 25 \$5,000,000 threshold for diversity jurisdiction pursuant to Section 1332(3). *See*
 26 *Abrego Abrego*, 443 F.3d at 683; *Sanchez*, 95 F.3d at 860.

27 45. Section 1332(d) Diversity: The Proposed Plaintiff Class Consists of 100
 28 or More Members. For the Court to have original jurisdiction over this civil class

1 action pursuant to 28 U.S.C. § 1332(d), the number of members of all proposed
2 plaintiff classes must also be 100 or more. Under the circumstances of this case, it is
3 more likely than not that the class proposed by Plaintiff includes at least 100
4 members.

5 46. Since August 19, 2007, Chipotle has processed 113,914,194 transactions
6 in California, of which Chipotle estimates that approximately 37,209,610 transactions
7 have included items likely to contain pinto beans. (Harvey Decl., ¶¶ 4-10.) If only
8 0.000269% of those 37,209,610 transactions were to “California residents who
9 abstain from consuming bacon or pork” for religious, ethnic, moral, health-conscious
10 or other reasons (Class Action Complaint, ¶ 23), the numerosity requirement of a
11 plaintiff class consisting of 100 or more members will have been satisfied. Indeed,
12 Plaintiff himself suggests that the proposed plaintiff class consists of more than 100
13 member by alleging that “[t]he class members are so numerous that joinder of all
14 class members is impracticable.” (*Id.* at ¶ 25(a).)

15 47. The proposed plaintiff class is also more likely than not to consist of 100
16 or more members when viewed from the perspective of the number of complaints
17 actually received by Chipotle from California customers regarding the fact that
18 Chipotle’s pinto beans are cooked with bacon. Since August 19, 2007, Chipotle has
19 received 15 such complaints via its Internet website, some of which purported to be
20 written on behalf of more than one customer. (*See* Declaration of Shannon Kyllo
21 [“Kyllo Decl.”], ¶ 5, attached hereto as **Exhibit I.**) Even very conservatively
22 assuming that as many as 1 out of every 7 California customers who was upset to
23 learn that the Chipotle’s pinto beans are cooked with bacon would go to the trouble of
24 sending Chipotle a complaint via its Internet website, those 15 complaints would
25 suggest a plaintiff class of 105 individuals, which would be more than sufficient to
26 satisfy the numerosity requirement under 28 U.S.C. § 1332(d).

48. For the foregoing reasons, this lawsuit is independently removable under both to 28 U.S.C. § 1332(a) (individual diversity of citizenship) and to 28 U.S.C. § 1332(d) (class action diversity of citizenship).

Dated: September 22, 2011

MESSNER & REEVES, LLC
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

By:

Charles C. Cavanagh
Attorney for Defendant
CHIPOTLE MEXICAN GRILL, INC.

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Edwin Alwazian (SBN 232943) THE AIWAZIAN LAW FIRM 410 West Arden Avenue, Suite 203 Glendale, California 91203 TELEPHONE NO: (818) 265-1020 FAX NO: (818) 265-1021 ATTORNEY FOR (Name): Plaintiff Kevin Shenkman | | CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court AUG 19 2011 John A. Clarke, Executive Officer/Clerk By: SHAUNNA WESLEY | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse | | | |
| CASE NAME: Shenkman vs. Chipotle Mexican Grill, Inc. | | CASE NUMBER: BC 467980 | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joiner Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) | JUDGE: DEPT: | |

Items 1-6 below must be completed (see instructions on page 2).

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Check one box below for the case type that best describes this case: Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorists (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (44) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (46) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (67) <input type="checkbox"/> Civil rights (68) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (26) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | | Contract <input type="checkbox"/> Breach of contract/warranty (66) <input type="checkbox"/> Rule 3.740 collections (69) <input type="checkbox"/> Other collections (69) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (65) <input type="checkbox"/> Petition for arbitration award (11) <input type="checkbox"/> Writ of mandate (92) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (63) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Five (5)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 19, 2011

Edwin Alwazian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740.
Cal. Standards of Judicial Administration, std. 3.10.
www.courtinfo.ca.gov**CIVIL CASE COVER SHEET**Form Adopted for Mandatory Use
Judicial Council of California
CM-019 (Rev. July 1, 2007)

BY FAX

EXHIBIT

A

SHORT TITLE: Shenkman vs. Chipotle Mexican Grill, Inc.

CASE NUMBER

BC 467980

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 8 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where defendant required or defendant resides. | 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location where defendant/respondent functions wholly. 9. Location where one or more of the parties resides. 10. Location of Labor Commissioner Office |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Auto Tort | Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| | Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/ Property Damage/Wrongful Death Tort | Asbestos (04) | <input type="checkbox"/> A8070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| | Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. 1., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. 1., 4. 1., 3. 1., 4. |

BY FAX

| SHORT TITLE: Shenkman vs. Chipotle Mexican Grill, Inc. | | CASE NUMBER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33.33%;">A Civil Case Cover Sheet Category No.</th> <th style="text-align: center; width: 33.33%;">B Type of Action (Check only one)</th> <th style="text-align: center; width: 33.33%;">C Applicable Reasons - See Step 3 Above</th> </tr> </thead> <tbody> <tr> <td>Business Tort (07)</td> <td><input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)</td> <td>1., 3.</td> </tr> <tr> <td>Civil Rights (08)</td> <td><input type="checkbox"/> A6005 Civil Rights/Discrimination</td> <td>1., 2., 3.</td> </tr> <tr> <td>Defamation (13)</td> <td><input type="checkbox"/> A6010 Defamation (slander/libel)</td> <td>1., 2., 3.</td> </tr> <tr> <td>Fraud (16)</td> <td><input type="checkbox"/> A6013 Fraud (no contract)</td> <td>1., 2., 3.</td> </tr> <tr> <td>Professional Negligence (25)</td> <td><input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)</td> <td>1., 2., 3. 1., 2., 3.</td> </tr> <tr> <td>Other (35)</td> <td><input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort</td> <td>2., 3.</td> </tr> <tr> <td>Wrongful Termination (36)</td> <td><input type="checkbox"/> A6037 Wrongful Termination</td> <td>1., 2., 3.</td> </tr> <tr> <td>Other Employment (15)</td> <td><input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6108 Labor Commissioner Appeals</td> <td>1., 2., 3. 10.</td> </tr> <tr> <td>Breach of Contract/ Warranty (06) (not Insurance)</td> <td><input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)</td> <td>2., 5. 2., 5. 1., 2., 5. 1., 2., 5.</td> </tr> <tr> <td>Collections (09)</td> <td><input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case</td> <td>2., 5., 6. 2., 5.</td> </tr> <tr> <td>Insurance Coverage (18)</td> <td><input type="checkbox"/> A6016 Insurance Coverage (not complex)</td> <td>1., 2., 5., 8.</td> </tr> <tr> <td>Other Contract (37)</td> <td><input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)</td> <td>1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.</td> </tr> <tr> <td>Eminent Domain/Inverse Condemnation (14)</td> <td><input type="checkbox"/> A7300 Eminent Domain/Condemnation</td> <td>Number of parcels _____ 2.</td> </tr> <tr> <td>Wrongful Eviction (33)</td> <td><input type="checkbox"/> A6023 Wrongful Eviction Case</td> <td>2., 6.</td> </tr> <tr> <td>Other Real Property (26)</td> <td><input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)</td> <td>2., 6. 2., 6. 2., 6.</td> </tr> <tr> <td>Unlawful Detainer-Commercial (31)</td> <td><input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)</td> <td>2., 6.</td> </tr> <tr> <td>Unlawful Detainer-Residential (32)</td> <td><input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)</td> <td>2., 6.</td> </tr> <tr> <td>Unlawful Detainer-Post-Foreclosure (34)</td> <td><input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure</td> <td>2., 6.</td> </tr> <tr> <td>Unlawful Detainer-Drugs (36)</td> <td><input type="checkbox"/> A6022 Unlawful Detainer-Drugs</td> <td>2., 6.</td> </tr> </tbody> </table> | | | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above | Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. | Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. | Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. | Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. | Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. | Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. | Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. | Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6108 Labor Commissioner Appeals | 1., 2., 3. 10. | Breach of Contract/ Warranty (06) (not Insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. | Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. | Insurance Coverage (18) | <input type="checkbox"/> A6016 Insurance Coverage (not complex) | 1., 2., 5., 8. | Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. | Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation | Number of parcels _____ 2. | Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. | Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. | Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. | Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. | Unlawful Detainer-Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. | Unlawful Detainer-Drugs (36) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |
| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6108 Labor Commissioner Appeals | 1., 2., 3. 10. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Breach of Contract/ Warranty (06) (not Insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Insurance Coverage (18) | <input type="checkbox"/> A6016 Insurance Coverage (not complex) | 1., 2., 5., 8. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other Contract (37) | <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation | Number of parcels _____ 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unlawful Detainer-Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Unlawful Detainer-Drugs (36) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| SHORT TITLE: Shenkman vs. Chipotle Mexican Grill, Inc. | | CASE NUMBER | | |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--|
| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above | |
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. | |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6116 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. | |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. | |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ/Judicial Review | 2., 8. | |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. | |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. | |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. | |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. | |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. | |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. | |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment | 2., 9. | |
| | | <input type="checkbox"/> A6160 Abstract of Judgment | 2., 6. | |
| Miscellaneous Civil Complaints | | <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) | 2., 9. | |
| | | <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) | 2., 8. | |
| | | <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2., 8. | |
| | | <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 8., 9. | |
| RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. | | |
| Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8. | | |
| Miscellaneous Civil Petitions | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. | |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment | 2., 3., 9. | |
| | | <input type="checkbox"/> A6123 Workplace Harassment | 2., 3., 9. | |
| | | <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case | 2., 3., 9. | |
| | | <input type="checkbox"/> A6190 Election Contest | 2. | |
| | | <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition | 2., 7. 2., 3., 4., 8. 2., 9. | |

| | |
|-----------------------------------------------------------|-------------|
| SHORT TITLE: Shenkman vs. Chipotle Mexican Grill, Inc. | CASE NUMBER |
|-----------------------------------------------------------|-------------|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. | | ADDRESS: 28905 Wight Road |
| CITY: Malibu | STATE: CA | ZIP CODE: 90265 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: August 19, 2011



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV-109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

1 Edwin Alwazian (SBN 232943)
2 THE AIWAZIAN LAW FIRM
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Telephone (818) 265-1020
6 Facsimile (818) 265-1021
7
8 *Attorneys for Plaintiff*

**CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court**

AUG 19 2011

John A. Clarke, Executive Officer/Clerk
By SHAUNA WESLEY Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10 KEVIN SHENKMAN, individually,
and on behalf of other members of the
general public similarly situated,

Case No.

BC 4679|80

CLASS ACTION COMPLAINT

- (1) Intentional Misrepresentation
- (2) Negligent Misrepresentation
- (3) Fraud
- (4) Violation of California's False Advertising Act, California Bus. & Prof. Code sections 17500, et seq.
- (5) Violation of California's Unfair Business Practices Act, California Bus. & Prof. Code sections 17200, et seq.

DEMAND FOR JURY TRIAL

B-1-A-X

THE ANNAZIAN LAW FIRM
110 West Arden Avenue, Suite 203
Glendale, California 91203

Plaintiffs.

113

CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation; and DOES 1
through 100, inclusive.

Defendants.

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiff KEVIN SHENKMAN ("Plaintiff"), individually, and on behalf
2 of other members of the general public similarly situated, and alleges as follows:

INTRODUCTION

4 1. This case is brought on behalf of all California based consumers who have
5 purchased/consumed "Pinto Beans" from or at a CHIPOTLE MEXICAN GRILL, INC.
6 restaurant and have concerns, objections, or dietary restrictions, whether ethical, religious, moral,
7 cultural philosophical, or health-related, with regard to the consumption of food containing
8 bacon or pork.

9 2. Due to false and deceptive business practices and representations, CHIPOTLE
10 MEXICAN GRILL, INC. has misled the general public into believing that its "Pinto Beans,"
11 offered at CHIPOTLE MEXICAN GRILL, INC. restaurants is vegetarian.

12 3. CHIPOTLE MEXICAN GRILL, INC.'s "Pinto Beans" will hereinafter be
13 referred to as the "Subject Food Product."

14 4. Since it began operating restaurants in the State of California to the present,
15 CHIPOTLE MEXICAN GRILL, INC. restaurants have failed to reasonably, equitably, or
16 adequately inform California based consumers that the Subject Food Product is prepared with
17 and/or contain bacon or pork.

JURISDICTION AND VENUE

19 5. This class action is brought pursuant to the California Code of Civil Procedure
20 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
21 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
22 amount in controversy for Plaintiff, including claims for compensatory damages, interest, and
23 pro rata share of attorneys' fees, is less than \$75,000.

24 6. This Court has jurisdiction over this action pursuant to the California
25 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
26 other causes" except those given by statute to other courts. The statutes under which this action
27 is brought do not specify any other basis for jurisdiction.

28 | //

1 7. This Court has jurisdiction over Defendants because, upon information and belief,
2 Defendants are citizens of California, have sufficient minimum contacts in California, or
3 otherwise intentionally avail themselves of the California market so as to render the exercise of
4 jurisdiction over them by the California courts consistent with traditional notions of fair play and
5 substantial justice.

6 8. Venue is proper in this Court because, upon information and belief, Defendants
7 maintain offices, have agents, and/or transact business in the State of California, County of Los
8 Angeles. Plaintiff resides in the State of California, County of Los Angeles and the acts and
9 omissions alleged herein took place in the State of California, County of Los Angeles.

PARTIES

11 9. Plaintiff KEVIN SHENKMAN ("Plaintiff") resides in the County of Los
12 Angeles, State of California.

13 10. Plaintiff is a Vegetarian and Jew.

14 11. Defendants CHIPOTLE MEXICAN GRILL, INC. is a Delaware corporation
15 (hereinafter referred to as "CHIPOTLE"), and transacts business in the County of Los Angeles,
16 State of California.

17 12. The true names and capacities, whether corporate, associate, individual or
18 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
19 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
20 information and belief alleges, that each of the defendants herein designated as a DOE is legally
21 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
22 the damages to Plaintiff and the class members alleged in this Complaint. Plaintiff will seek
23 leave of court to amend this Complaint to show the true names and capacities when the same has
24 been ascertained.

25 13. At all times herein relevant, CHIPOTLE and DOES 1 through 100, and each of
26 them, were the agents, partners, joint venturers, representatives, servants, employees, successors-
27 in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were
28 acting within the course and scope of their authority as such agents, partners, joint venturers,

1 representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or
2 omissions alleged herein were duly committed with the ratification, knowledge, permission,
3 encouragement, authorization and consent of each defendant designated herein.

4 14. Defendants CHIPOTLE and DOES 1 through 100 will hereinafter be collectively
5 referred to as Defendants.

FACTS

7 15. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
8 times mentioned in this Complaint, CHIPOTLE has owned and operated CHIPOTLE restaurants,
9 a national fast food chain, with approximately 900 restaurants across the United States.
10 CHIPOTLE currently owns and operates more than 100 CHIPOTLE restaurants in the State of
11 California, including the County of Los Angeles.

12 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants fail
13 to disclose in their in-store menus that the Subject Food Product is prepared with and/or contains
14 bacon and/or pork.

15 17. At all times mentioned in this Complaint, Defendants through their in-store menus
16 have suppressed and concealed and continue to suppress and conceal the fact that the Subject
17 Food Product is prepared with and/or contains bacon and/or pork. For example, Defendants do
18 not state anywhere on their in-store display menus that the Subject Foods Product is prepared
19 with and/or contains bacon and/or pork.

20 18. At all times herein relevant, Plaintiff purchased and ate Defendants' "Pinto
21 Beans" at various locations in the County of Los Angeles believing and having been led to
22 believe that it was not prepared with nor did it contain bacon and/or pork.

23 19. Plaintiff specifically asked whether Defendants' "Pinto Beans" was prepared with
24 and/or contained bacon and/or pork and was explicitly informed by one or more of Defendants'
25 servers (and/or shift supervisors) that the "Pinto Beans" were not prepared with and did not
26 contain bacon and/or pork. Plaintiff relied upon such representations to his detriment.
27 Furthermore, Plaintiff reasonably assumed Defendants' "Pinto Beans" were not prepared with
28 and did not contain bacon and/or pork since there were no representations made to the contrary.

1 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 concealment of the fact that their "Pinto Beans" are prepared with and/or contain bacon or pork,
3 and being explicitly informed that the "Pinto Beans" were not prepared with and did not contain
4 bacon or pork, was the immediate cause of Plaintiff and the other class members consuming said
5 the Subject Food Product.

6 21. Plaintiff is informed and believes, and based thereon alleges, as a result of
7 Defendants' false and misleading representations, as alleged herein, Plaintiff has suffered
8 damages including, but not limited to, monetary loss, caused by the fact he was misled by
9 Defendants' in-store display menus/representations/advertisements and/or Defendants' servers
10 (and/or shift supervisors) into consuming the Subject Food Product, which was prepared with
11 and/or contained bacon and/or pork.

CLASS ALLEGATIONS

13 22. Plaintiff brings this action on his own behalf and on behalf of all other members
14 of the general public similarly situated, and, thus, seeks class certification under Code of Civil
15 Procedure section 382.

16 23. The proposed class is defined as follows:

17 All California residents who abstain from consuming bacon or pork, who were
18 exposed to CHIPOTLE's in store advertisements menus, and who purchased the
19 Subject Food Product ("Pinto Beans") at or from a CHIPOTLE restaurant located
20 in the State of California at anytime during the period of four years preceding the
21 filing of the Complaint to final judgment.

22 24. Plaintiff reserves the right to establish subclasses as appropriate.

23 25. The class is ascertainable and there is a well-defined community of interest in the
24 litigation:

25 a. Numerosity: The class members are so numerous that joinder of all class
26 members is impracticable. The membership of the entire class is unknown
27 to Plaintiff at this time.

28 //

- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Businesses of this great state violate consumer protection laws every day. Therefore, this action will allow for the vindication of consumers' rights with respect to the Subject Food Product.

26. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendants engaged in a pattern or practice of concealing, suppressing and/or misrepresenting in their in-store display menus the fact that the Subject Food Product was prepared with and/or contained pork or bacon.

- 1 b. Whether Defendants thereby engaged in consumer fraud, deceptive trade
- 2 practices, or other unlawful acts.
- 3 c. Whether class members are entitled to damages including punitive damages,
- 4 restitution, disgorgement of profits, and injunctive relief, and the proper measure,
- 5 nature and extent of such relief.

6 **FIRST CAUSE OF ACTION**

7 **(Intentional Misrepresentation)**

8 **(Against CHIPOTLE and DOES 1 through 100)**

9 27. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 26, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 28. Defendants represented to Plaintiff and the other class members that important
13 facts were true. More specifically, Defendants represented to Plaintiff and the other class
14 members through their in-store menus that the Subject Food Product was not prepared with
15 and did not contain pork or bacon.

16 29. Defendants' representations were false.

17 30. Defendants knew that the representations were false when Defendants made them,
18 or that the Defendants made the representations recklessly and without regard for their truth.

19 31. Defendants intended that Plaintiff and the other class members rely on the
20 representations.

21 32. Plaintiff and the other class members reasonably relied on Defendants'
22 representations.

23 33. Plaintiff and the other class members were financially harmed and suffered other
24 damages including, but not limited to, emotional distress.

25 34. Plaintiff's and the other class members' reliance on Defendants' representations
26 was the immediate cause of the financial loss and emotional distress sustained by Plaintiff and
27 the other class members.

28 ///

1 35. Defendants' misrepresentation and/or nondisclosure were the immediate cause of
2 Plaintiff and the other class members purchasing the Subject Food Product.

3 36. In absence of Defendants' misrepresentation and/or nondisclosure, as described
4 above, Plaintiff and the other class members, in all reasonable probability, would not have
5 purchased the Subject Food Product.

SECOND CAUSE OF ACTION

(Negligent Misrepresentation)

(Against CHIPOTLE and DOES 1 through 100)

9 37. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 36, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

38. Defendants represented to Plaintiff and the other class members that important facts were true.

14 39. Defendants' representations were not true.

15 40. Defendants had no reasonable grounds for believing the representations were true
16 when Defendants made it.

17 41. Defendants intended that Plaintiff and the other class members rely on the
18 representations.

19 42. Plaintiff and the other class members reasonably relied on Defendants'
20 representations.

21 43. Plaintiff's and the other class members' reliance on Defendants' representation
22 was a substantial factor in causing the financial loss and emotional distress sustained by Plaintiff
23 and the other class members.

44. Defendants' negligent misrepresentation and/or nondisclosure was the immediate
cause of Plaintiff and the other class members purchasing the Subject Food Product from
Defendants, and thereby sustaining monetary loss and emotional distress.

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1 45. In absence of Defendants' negligent misrepresentations and/or nondisclosure, as
2 described above, Plaintiff and the other class members, in all reasonable probability, would not
3 have purchased the Subject Food Product from Defendants.

THIRD CAUSE OF ACTION

(Fraud)

(Against CHIPOTLE and DOES 1 through 100)

7 46. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 45, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 47. The misrepresentations, nondisclosure and/or concealment of material facts made
11 by Defendants to Plaintiff and the other class members, as set forth above, were known by
12 Defendants to be false and material and were intended by Defendants to mislead Plaintiff and the
13 other class members.

14 48. Plaintiff and the other class members were actually misled and deceived and
15 were induced by Defendants to purchase the Subject Food Product.

16 49. Defendants' misrepresentation and/or nondisclosure were the immediate cause of
17 Plaintiff and the other class members purchasing the Subject Food Product.

18 50. In absence of Defendants' misrepresentation and/or nondisclosure, as described
19 above, Plaintiff and the other class members, in all reasonable probability, would not have
20 purchased the Subject Food Product.

21 51. As a result of Defendants' conduct, Plaintiff and the other class members have
22 been damaged financially and have suffered other damages including, but not limited to,
23 emotional distress. In addition to such damages, Plaintiff and the other class members seek
24 punitive or exemplary damages pursuant to Civil Code section 3294 in that Defendants engaged
25 in "an intentional misrepresentation, deceit, or concealment of a material fact known to the
26 defendant[s] with the intention on the part of the defendant[s] of thereby depriving a person of
27 property or legal rights or otherwise causing injury."

28 | //

THE AWWAZIAN LAW FIRM
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 FOURTH CAUSE OF ACTION

2 (Violation of the California False Advertising Act –

3 Business & Professions Code §§ 17500, et seq.)

4 (Against CHIPOTLE and DOES 1 through 100)

5 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
6 through 51, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 53. Defendants engaged in unfair and deceptive acts and practices, in violation of
9 California Business and Professions Code § 17500, et seq., by marketing and/or selling the
10 Subject Food Product without disclosure of the material facts that the Subject Food Product was
11 prepared with and/or contained pork or bacon.

12 54. These acts and practices, as described above, have deceived Plaintiff and other
13 class members, causing them to lose money and suffer emotional distress as herein alleged, and
14 have deceived and are likely to deceive the consuming public, in violation of those sections.
15 Accordingly, Defendants' business acts and practices, as alleged herein, have caused injury to
16 Plaintiff and the other class members.

17 55. Defendants' misrepresentation and/or nondisclosure of the fact that the Subject
18 Food Product was prepared with and/or contained bacon and/or pork were the immediate cause
19 of Plaintiff and the other class members purchasing the Subject Food Product.

20 56. In absence of Defendants' misrepresentation and/or nondisclosure, as described
21 above, Plaintiff and the other class members would not have purchased the Subject Food
22 Product.

23 57. Plaintiff and the other class members are entitled to relief, including full
24 restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits
25 which may have been obtained by Defendants as a result of such business acts or practices, and
26 enjoining Defendants to cease and desist from engaging in the practices described herein.

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FIFTH CAUSE OF ACTION

(Violation of the California Unfair Business Practices Act –

Business & Professions Code §§ 17200, et seq.)

(Against CHIPOTLE and DOES 1 through 100)

58. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

8 59. California Business and Professions Code section 17200 prohibits any “unfair
9 deceptive, untrue or misleading advertising.” For the reasons discussed above, Defendants have
10 engaged in unfair, deceptive, untrue and misleading advertising in violation of California
11 Business & Professions Code section 17200, et seq.

12 60. California Business & Professions Code section 17200 also prohibits any
13 “unlawful . . . business act or practice.” Defendants have violated Sections 17200, et seq.’s
14 prohibition against engaging in unlawful acts and practices by, among other things, making the
15 representations and omissions of material facts, as set forth herein, and violating, among other
16 things, Section 1770 of the Consumers Legal Remedies Act.

17 61. Plaintiffs and the other class members reserve the right to allege other violations
18 of law which constitute other unlawful business acts or practices. Such conduct is ongoing and
19 continues to this date.

20 62. California Business & Professions Code sections 17200, et seq. also prohibits any
21 “unfair . . . business act or practice.” Defendants’ acts, omissions, misrepresentations, practices
22 and non-disclosures as alleged herein also constitute “unfair” business acts and practices within
23 the meaning of Business & Professions Code § 17200, et seq. in that Defendants’ conduct is
24 substantially injurious to consumers, offends public policy, and is immoral, unethical,
25 oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits
26 attributable to such conduct. Plaintiff asserts violations of the public policy of engaging in false
27 and misleading advertising, unfair competition, and deceptive conduct towards consumers.
28 There were reasonably available alternatives to further Defendants’ legitimate business interests,

1 other than the conduct described herein. This conduct constitutes violations of the unfair prong
2 of California Business & Professions Code sections 17200, et seq.

3 63. Business & Professions Code sections 17200, et seq. also prohibits any
4 "fraudulent business act or practice." Defendants' claims, nondisclosures, and misleading
5 statements, as set forth above, were false, misleading, and/or likely to deceive the consuming
6 public within the meaning of Business & Professions Code sections 17200, et seq. Defendants'
7 business acts and practices are fraudulent because they are likely to, and in fact, did deceive
8 consumers, including Plaintiff and the other class members, into believing that the Subject Food
9 Product was not prepared with and/or did not contain bacon and/or pork.

10 64. Defendants' misrepresentations and/or nondisclosure of the fact that the Subject
11 Food Product was prepared with and/or contained bacon and/or pork were the immediate cause
12 of Plaintiff and the other class members purchasing the Subject Food Product.

13 65. As a result of Defendants' misrepresentations and omissions, Plaintiffs and
14 members of the putative class lost money or property because had they known the Subject Food
15 Product was prepared with and/or contained bacon/and or pork, they would not have purchased it
16 from Defendants, but rather, they would have used their money to purchase another product.

17 66. Defendants' conduct caused and continues to cause substantial injury to Plaintiff
18 and the other class members. Plaintiff and the other class members have suffered injury in fact
19 and have lost money as a result of Defendants' wrongful conduct.

20 67. Pursuant to Business & Professions Code section 17203, Plaintiff and the other
21 class members seek an order requiring Defendants to immediately cease such acts of unlawful,
22 unfair, and fraudulent business practices and requiring Defendants to engage in a corrective
23 advertising campaign.

24 68. Unless Defendants are enjoined from continuing to engage in these unfair,
25 unlawful and fraudulent business practices, Plaintiff and the other class members will continue to
26 be injured by Defendants' actions and conduct.

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28 ///

1 -69. Defendants have thus engaged in unlawful, unfair, and fraudulent business acts
2 and practices, entitling Plaintiff and the other class members to judgment and equitable relief
3 against Defendants, as set forth in the Prayer for Relief, including full restitution and/or
4 disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been
5 obtained by Defendants as a result of such business acts or practices, and enjoining Defendants
6 to cease and desist from engaging in the practices described herein.

PRAYER FOR RELIEF

8 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
9 public similarly situated, prays for relief and judgment against CHIPOTLE and DOES 1 through
10 100, and each of them, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
 2. That Plaintiff be appointed as the class representative;
 3. That counsel for Plaintiff and the putative class be appointed as class counsel;

As to the First through Fifth Causes of Action

16 4. That Plaintiff and the other class members be awarded compensatory and general
17 damages according to proof;

18 5. That Plaintiffs and the other class members be awarded disgorgement and
19 restitution of all monies wrongfully obtained and retained by Defendants;

20 6. That Plaintiffs and the other class members be awarded interest on the monies
21 wrongfully obtained from the date of collection through the date of entry of judgment in this
22 action;

23 7. That Plaintiffs and the other class members be awarded compensatory and general
24 damages according to proof;

25 8. That Plaintiff and the putative class be awarded restitution and/or disgorgement
26 and other equitable relief as the Court deems proper;

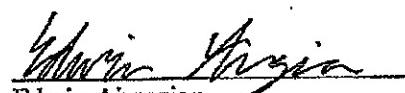
27 | 9. For injunctive relief to ensure compliance with the California False Advertising
28 | Act and the California Unfair Business Practices Act;

- 1 10. That Defendants be mandated to make a payment to a cy pres fund;
- 2 11. That Defendants be mandated to engage in a corrective advertising campaign to
- 3 correct the misperceptions that Defendants' deceptive, false and misleading acts have created;
- 4 12. That Defendants be mandated to issue an apology to Plaintiff and the other class
- 5 members;
- 6 13. That Plaintiff and the other class members be awarded punitive damages as to the
- 7 appropriate cause of action;
- 8 14. That Plaintiff and the other class members be awarded their reasonable attorneys',
- 9 expert-witness fees, and other costs pursuant to statutes as may be applicable; and
- 10 15. All such other and further relief as the Court deems just and proper.

11 Dated: August 18, 2011

THE AIWAZIAN LAW FIRM

12 By:


13 Edwin Aiwanian
14 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff, KEVIN SHENKMAN, on behalf of himself and all other members of the general public similarly situated, hereby demands a jury trial.

Dated: August 18, 2011

THE AIWAZIAN LAW FIRM

By:

Edwin Aiawazian
Edwin Aiawazian
Attorneys for Plaintiff

THE AWAZIAN LAW FIRM
410 West Arden Avenue, Suite 203
Glendale, California 91203

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CHIPOTLE MEXICAN GRILL, INC., a Delaware corporation; and
DOES 1 through 100, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

KEVIN SHENKMAN, individually, and on behalf of other members of
the general public similarly situated.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sehlp/), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sehlp/), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

TIENE 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorta.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorta.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court

Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, California 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Edwin Aiwanian, The Aiwanian Law firm, 410 W. Arden Ave., Suite 203, Glendale, CA 91203 (818) 265-1020

CASE NUMBER:
(Número del Caso): **B C 4 6 7 9 8 0**

BY

Shanya Wesley

Deputy
(Adjunto)

DATE:
(Fecha)

AUG 19 2011

Clerk
(Secretaria)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

(SEAU)

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): **Chipotle Mexican Grill, Inc., a Delaware Corporation.**

under: CCP 416.10 (corporation)

CCP 416.20 (defunct corporation)

CCP 416.40 (association or partnership)

other (specify):

CCP 416.60 (minor)

CCP 416.70 (conservatee)

CCP 416.90 (authorized person)

4. by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE B**

BC46798

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT.

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form.

| ASSIGNED JUDGE | DEPT | ROOM | ASSIGNED JUDGE | DEPT | ROOM |
|-----------------------------|------|------|-----------------------------|------|------|
| Hon. Carolyn B. Kuhl | 1 | 534 | Hon. Holly E. Kendig | 42 | 416 |
| Hon. J. Stephen Czuleger | 3 | 224 | Hon. Mal Red Recana | 45 | 529 |
| Hon. Luis A. Lavin | 13 | 630 | Hon. Debra Katz Weintraub | 47 | 507 |
| Hon. Terry A. Green | 14 | 300 | Hon. Elizabeth Allen White | 48 | 506 |
| Hon. Richard Fruin | 15 | 307 | Hon. Deirdre Hill | 49 | 509 |
| Hon. Rita Miller | 16 | 306 | Hon. John Shepard Wiley Jr. | 50 | 508 |
| Hon. Richard E. Rico | 17 | 309 | Hon. Abraham Khan | 51 | 511 |
| Hon. Rex Heeseman | 19 | 311 | Hon. Susan Bryant-Déason | 52 | 510 |
| Hon. Kevin C. Brazile | 20 | 310 | Hon. Steven J. Kleifield | 53 | 513 |
| Hon. Zaven V. Sinanian | 23 | 315 | Hon. Ernest M. Hiroshige | 54 | 512 |
| Hon. Robert L. Hess | 24 | 314 | Hon. Malcolm H. Mackey | 55 | 515 |
| Hon. Mary Ann Murphy | 25 | 317 | Hon. Michael Johnson | 56 | 514 |
| Hon. James R. Dunn | 26 | 316 | Hon. Ralph W. Dan | 57 | 517 |
| Hon. Yvette M. Palazuelos | 28 | 318 | Hon. Rolf M. Treu | 58 | 516 |
| Hon. Barbara Schepers | 30 | 400 | Hon. David L. Manning | 61 | 632 |
| Hon. Alan S. Rosenfield | 31 | 407 | Hon. Michael L. Stern | 62 | 600 |
| Hon. Mary H. Strobel | 32 | 406 | Hon. Kenneth R. Freeman | 64 | 601 |
| Hon. Charles F. Palmer | 33 | 409 | Hon. Mark Mooney | 68 | 617 |
| Hon. Amy D. Hogue | 34 | 408 | Hon. Ramona See | 69 | 621 |
| Hon. Daniel Buckley | 35 | 411 | Hon. Soussan G. Bruguera | 71 | 729 |
| Hon. Gregory Alarcon | 36 | 410 | Hon. Ruth Ann Kwan | 72 | 731 |
| Hon. Joanne O'Donnell | 37 | 413 | Hon. Teresa Sanchez-Gordon | 74 | 735 |
| Hon. Maureen Duffy-Lewis | 38 | 412 | Hon. William F. Fahey | 78 | 730 |
| Hon. Michael C. Solner | 39 | 415 | Hon. Emilie H. Elias* | 324 | CCW |
| Hon. Michelle R. Rosenblatt | 40 | 414 | Other | | |
| Hon. Ronald M. Sohigian | 41 | 417 | | | |

***Class Actions**

Class Actions
All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (800 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the CourtADR web application at www.lacourtforsuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civill only).

What is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." **Binding arbitration** means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. **Nonbinding arbitration** means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1776-1775.15, California Rules of Court, rules 3.850-3.888 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

| | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Party Select Panel | The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing. |
| Random Select Panel | The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing. |
| Private Neutral | The market rate for private neutrals can range from \$300-\$1,000 per hour. |

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

| ADR CLERK LOCATION | ADR CLERK NAME | ADR CLERK PHONE NUMBER | ADR CLERK FAX NUMBER |
|--------------------|------------------------|------------------------|----------------------------------------------------|
| Antonovich | 42011 Hill St. West | None | None |
| Chatsworth | 9425 Penfield Ave. | 1200 | (800) 974-7275 (800) 974-7265 (818) 676-8667 |
| Compton | 200 W. Compton Blvd. | 1002 | (310) 808-5072 (310) 223-0337 |
| Glendale | 860 E. Broadway | 273 | (323) 250-2160 (818) 249-5470 |
| Long Beach | 415 W. Ocean Blvd. | 318 | (310) 434-2722 (562) 437-3802 |
| Monterey Park | 12720 Noyalek Blvd. | 808 | (562) 437-7243 (562) 437-3809 |
| Pasadena | 300 E. Walnut St. | 109 | (626) 573-5086 (626) 660-1774 |
| Pomona | 400 Civic Center Plaza | 106 | (909) 626-3493 (909) 629-8283 |
| San Pedro | 505 S. Centre | 209 | (310) 545-3151 (310) 545-3130 |
| Santa Monica | 1725 Main St. | 208 | (310) 545-3129 (310) 545-3130 |
| Stanley Mosk | 111 N. Hill St. | 113 | (213) 274-5425 (213) 273-5115 |
| Torrance | 825 Maple Ave. | 100 | (310) 222-1701 (310) 782-7326 |
| Van Nuys | 6230 Sylmar Ave. | 418 | (818) 874-2337 (818) 802-2440 |

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

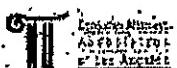


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

| | | |
|------------------------------------------------------------|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Received for Clerk's File Stamp |
| | | |
| TELEPHONE NO.: | FAX NO. (Optional): | |
| E-MAIL ADDRESS (Optional): | | |
| ATTORNEY FOR (Name): | | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES | | |
| COURTHOUSE ADDRESS: | | |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| STIPULATION – EARLY ORGANIZATIONAL MEETING | | CASE NUMBER: |

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

| | |
|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
- 2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
- 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
- 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

| | | | |
|------------------------------------------------------------|---------------------|------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY | | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
| | | | |
| TELEPHONE NO.: | FAX NO. (Optional): | | |
| E-MAIL ADDRESS (Optional): | | | |
| ATTORNEY FOR (Name): | | | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES | | | |
| COURTHOUSE ADDRESS: | | | |
| PLAINTIFF: | | | |
| DEFENDANT: | | | |
| CASE NUMBER: | | | |
| STIPULATION – DISCOVERY RESOLUTION | | | |

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

a. The party requesting the Informal Discovery Conference will:

- i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
- ii. Include a brief summary of the dispute and specify the relief requested; and
- iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

b. Any Answer to a Request for Informal Discovery Conference must:

- i. Also be filed on the approved form (copy attached);
- ii. Include a brief summary of why the requested relief should be denied;

| | |
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| SHORT TITLE: | CASE NUMBER: |
|--------------|--------------|

- III. Be filed within two (2) court days of receipt of the Request; and
 - IV. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
 - c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
 - 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying ex parte for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

| | |
|--------------|--------------|
| SHORT TITLE: | CASE NUMBER: |
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date.

Date: _____ (TYPE OR PRINT NAME)

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Date:

Date: _____

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| | |
|---|------------------------------------------|
| A | _____ (ATTORNEY FOR PLAINTIFF) |
| A | _____ (ATTORNEY FOR DEFENDANT) |
| A | _____ (ATTORNEY FOR DEFENDANT) |
| A | _____ (ATTORNEY FOR DEFENDANT) |
| A | _____ (ATTORNEY FOR _____) |
| A | _____ (ATTORNEY FOR _____) |
| A | _____ (ATTORNEY FOR _____) |

| | | |
|----------------------------------------------------------------------|---------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
| TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): | FAX NO. (Optional): | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES | | |
| COURTHOUSE ADDRESS: | | CASE NUMBER: |
| PLAINTIFF: | | |
| DEFENDANT: | | |
| STIPULATION AND ORDER – MOTIONS IN LIMINE | | |

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least _____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

| | |
|-------------|-------------|
| SHORT TITLE | CASE NUMBER |
|-------------|-------------|

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

OUR SO ORDERS.

(ATTORNEY FOR PLAINTIFF)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

(ATTORNEY FOR DEFENDANT)

ATTORNEY FOR

ATTORNEY FOR

Journal of Health Politics, Policy and Law, Vol. 28, No. 4, December 2003
DOI 10.1215/03616878-28-4 © 2003 by The University of Chicago

ATTORNEY FOR _____

THE COURT SO ORDERS.

Date:

JUDICIAL OFFICER

| | | | |
|-----------------------------------------------------------------------------------------------------------|---------------------|------------------|---------------------------------|
| NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
| | | | |
| TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): | FAX NO. (Optional): | | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES | | | |
| COURTHOUSE ADDRESS: | | | |
| PLAINTIFF: | | | |
| DEFENDANT: | | | |
| INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties) | | | CASE NUMBER: |

1. This document relates to:
 - Request for Informal Discovery Conference.
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

1 Edwin Aiwazian (SBN 232943)
2 **THE AIWAZIAN LAW FIRM**
3 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Telephone (818) 265-1020
 Facsimile (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 08 2014

John A. Clark, Lawyer/Clerk
By ~~Helen D.~~ Depu
GLORIETTA ROBINSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 KEVIN SHENKMAN, individually, and
on behalf of other members of the general
public similarly situated,

) Case No. BC 467980

) Hon. Ernest M. Hiroshige
)) Dept. 54

12 | Plaintiffs,

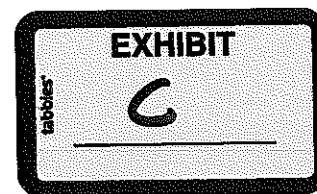
**NOTICE OF NON-COMPLEX
DESIGNATION AND REASSIGNMENT**

14 CHIPOTLE MEXICAN GRILL, INC., a
15 Delaware corporation; and DOES 1
through 100, inclusive,

{ Complaint Filed: August 19, 2011

Defendants.

THE AWAZIAN LAW FIRM
4140 West Arden Avenue, Suite 203
Glendale, California 91203



TO ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Honorable Emilie H. Elias of Department 324 has determined that this case is non-complex and has reassigned it to the Honorable Ernest M. Hiroshigue in Department 54 at the Stanley Mosk Courthouse for all further proceedings. The Stanley Mosk Courthouse is located at 111 North Hill Street, Los Angeles, CA 90012.

Any party objecting to the non-complex designation must file an objection and proof of service in Department 324 within ten (10) days of service of the minute order. Any response to the objection must be filed in Department 324 within seven (7) days of service of the objection. The Court will make its ruling on the submitted pleadings.

A true and correct copy of the Court's Minute Order is attached hereto as
Exhibit A.

Page 18

Dated: September 7, 2011

THE AIWAZIAN LAW FIRM

BY:

Edwin Aiwanian
Attorneys for Plaintiff

EX-A
EX-A
EX-A

EX-A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/11

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE

A. MORALES

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am BC467980

Plaintiff

Counsel

KEVIN SHENKMAN

NO APPEARANCES

VS

Defendant

CHIPOTLE MEXICAN GRILL INC

Counsel

NON-COMPLEX (09-01-11)

NATURE OF PROCEEDINGS:

COURT ORDER

This Court makes its determination whether or not this case should be deemed complex pursuant to Rule 3.400 of the California Rules of Court.

This case is designated non-complex and is reassigned to Judge Ernest M. Hiroshige in Department 54 at Stanley Mosk Courthouse for all further proceedings.

Plaintiff is ordered to serve a copy of this minute order on all parties forthwith and file a proof of service in Department 54 within five (5) days of service.

Any party objecting to the non-complex designation must file an objection and proof of service in Department 324 within ten (10) days of service of this minute order. Any response to the objection must be filed in Department 324 within seven (7) days of service of the objection. This Court will make its ruling on the submitted pleadings.

**CLERK'S CERTIFICATE OF MAILING/
NOTICE OF ENTRY OF ORDER**

ES
Gv
Gv
FDR
FDR

Page 1 of 2 DEPT. 324

MINUTES ENTERED
09/01/11
COUNTY CLERK

EXA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/11

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE

A. MORALES

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am BC467980

Plaintiff

Counsel

NO APPEARANCES

KEVIN SHENKMAN
VS
CHIPOTLE MEXICAN GRILL INC

Defendant

Counsel

NON-COMPLEX (09-01-11)

NATURE OF PROCEEDINGS:

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that this date I served Notice of Entry of the above minute order of 09-01-11 upon each party or counsel named below by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: 09-01-11

John A. Clarke, Executive Officer/Clerk

By: K. Bowen
K. BOWEN

THE AIWAZIAN LAW FIRM
 Edwin Aiwazian, Esq.
 410 West Arden Avenue, Suite 203
 Glendale, California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 7, 2011, I served the foregoing document(s) described as: **NOTICE OF NON-COMPLEX DESIGNATION AND REASSIGNMENT** on the interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

National Registered Agents, Inc.
2875 Michelle Drive, Suite 100
Suite 100
Irvine, California 92606

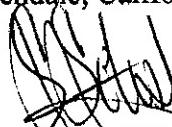
Agent for Service of Process for Defendant Chipotle Mexican Grill

BY U.S. MAIL
As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 7, 2011, at Glendale, California.

Suzana Solis



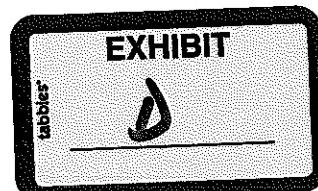
1 MESSNER & REEVES, LLC
2 Charles C. Cavanagh (CA State Bar No. 198468)
3 1430 Wynkoop Street, Suite 300
4 Denver, Colorado 80202
5 Telephone: (303) 623-1800
6 Facsimile: (303) 623-0552
7 E-mail: ccavanagh@messner.com

8
9
10 SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP
11 Sascha Henry (CA State Bar No. 191914)
12 333 South Hope Street, 43rd Floor
13 Los Angeles, California 90071
14 Telephone: (213) 620-1780
15 Facsimile: (213) 620-1398
16 E-mail: shenry@sheppardmullin.com

17 Attorneys for Defendant
18 CHIPOTLE MEXICAN GRILL, INC.

19
20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

22 KEVIN SHENKMAN, an Individual, and on behalf of other members of the general public similarly situated) Case No. BC467980
23 Plaintiffs,) DEFENDANT CHIPOTLE MEXICAN GRILL, INC.’S PEREMPTORY CHALLENGE TO JUDGE ERNEST M. HIROSHIGUE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 170.6
24 v.) Action Filed: August 19, 2011
25 CHIPOTLE MEXICAN GRILL, INC., a Delaware corporation; and DOES 1 to 100, Inclusive,) Trial Date: Not Set
26 Defendants.)
27
28



1 Defendant Chipotle Mexican Grill, Inc. hereby moves for an order granting their Peremptory
2 Challenge to Judge Ernest M. Hiroshigue pursuant to California Code of Civil Procedure Section
3 170.6.

4 This motion is made on the grounds that Judge Hiroshigue, to whom this action has been
5 assigned for all purposes, is prejudiced against defendant, or the interests of defendant, such that
6 defendant cannot, or its counsel believes that defendant cannot, have a fair and impartial hearing
7 before Judge Hiroshigue.

8 The Peremptory Challenge is based on this Motion; the accompanying Declaration of Charles
9 C. Cavanagh; and the complete files and records in this action. Pursuant to California Code of Civil
10 Procedure Section 170.6, no notice is required.

11

12 Dated: September 22, 2011

MESSNER & REEVES, LLC
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

13

14

15

By:



Charles C. Cavanagh
Attorney for Defendant
CHIPOTLE MEXICAN GRILL, INC.

16

17

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DECLARATION OF CHARLES C. CAVANAGH

I, CHARLES C. CAVANAGH, declare as follows:

1. I am an attorney, duly licensed to practice in the State of California, and am of counsel at the law firm Messner & Reeves, LLC, counsel of record in this action for defendant Chipotle Mexican Grill, Inc. (“Defendant”).

2. On September 7, 2011, counsel for plaintiff Kevin Shenkman gave notice that this action had been reassigned to Judge Ernest M. Hiroshigue for all purposes. A true and correct copy of that notice is attached hereto as Exhibit A.

3. Judge Hiroshigue is prejudiced against Defendant, or the interests of Defendant, such that Defendant cannot, or I believe that Defendant cannot, have a fair and impartial hearing before Judge Hiroshigue.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed at Denver, Colorado on September 21, 2011.


Charles C. Cavanagh

1 **TO ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Honorable Emilie H. Elias of Department 324
3 has determined that this case is non-complex and has reassigned it to the Honorable
4 Ernest M. Hiroshigue in Department 54 at the Stanley Mosk Courthouse for all further
5 proceedings. The Stanley Mosk Courthouse is located at 111 North Hill Street, Los
6 Angeles, CA 90012.

7 Any party objecting to the non-complex designation must file an objection and
8 proof of service in Department 324 within ten (10) days of service of the minute order.
9 Any response to the objection must be filed in Department 324 within seven (7) days of
10 service of the objection. The Court will make its ruling on the submitted pleadings.

11 A true and correct copy of the Court's Minute Order is attached hereto as
12 Exhibit A.

13 Dated: September 7, 2011

14 **THE AIWAZIAN LAW FIRM**

15 BY: 

16 Edwin Aiawazian
17 *Attorneys for Plaintiff*

3/3/11
TJL

Ex.A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/11

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE A. MORALES

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am BC467980

Plaintiff
CounselKEVIN SHENKMAN
VS
CHIPOTLE MEXICAN GRILL INCDefendant
Counsel

NO APPEARANCES

NON-COMPLEX (09-01-11)

NATURE OF PROCEEDINGS:

COURT ORDER

This Court makes its determination whether or not this case should be deemed complex pursuant to Rule 3.400 of the California Rules of Court.

This case is designated non-complex and is reassigned to Judge Ernest M. Hiroshige in Department 54 at Stanley Mosk Courthouse for all further proceedings.

Plaintiff is ordered to serve a copy of this minute order on all parties forthwith and file a proof of service in Department 54 within five (5) days of service.

Any party objecting to the non-complex designation must file an objection and proof of service in Department 324 within ten (10) days of service of this minute order. Any response to the objection must be filed in Department 324 within seven (7) days of service of the objection. This Court will make its ruling on the submitted pleadings.

CLERK'S CERTIFICATE OF MAILING/
NOTICE OF ENTRY OF ORDER

Page 1 of 2 DEPT. 324

MINUTES ENTERED
09/01/11
COUNTY CLERK50
51
52
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54
55

EXA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/01/11

DEPT. 324

HONORABLE EMILIE H. ELIAS

JUDGE

A. MORALES

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NONE

Reporter

8:30 am BC467980

Plaintiff
Counsel

NO APPEARANCES

KEVIN SHENKMAN
VS
CHIPOTLE MEXICAN GRILL INCDefendant
Counsel

NON-COMPLEX (09-01-11)

NATURE OF PROCEEDINGS:

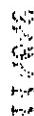
I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that this date I served Notice of Entry of the above minute order of 09-01-11 upon each party or counsel named below by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original entered herein in a separate sealed envelope for each, addressed as shown below with the postage thereon fully prepaid.

Date: 09-01-11

John A. Clarke, Executive Officer/Clerk

By: K. Bowen
K. BOWEN

THE AIWAZIAN LAW FIRM
 Edwin Aiwazian, Esq.
 410 West Arden Avenue, Suite 203
 Glendale, California 91203



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 7, 2011, I served the foregoing document(s) described as: **NOTICE OF NON-COMPLEX DESIGNATION AND REASSIGNMENT** on the interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

National Registered Agents, Inc.
2875 Michelle Drive, Suite 100
Suite 100
Irvine, California 92606

Agent for Service of Process for Defendant Chipotle Mexican Grill

BY U.S. MAIL
As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 7, 2011, at Glendale, California.

Suzana Solis

EXHIBIT

tabber

E

1 MESSNER & REEVES, LLC
 2 Charles C. Cavanagh (CA State Bar No. 198468)
 3 1430 Wynkoop Street, Suite 300
 4 Denver, Colorado 80202
 5 Telephone: (303) 623-1800
 6 Facsimile: (303) 623-0552
 7 E-mail: ccavanagh@messner.com

8 Attorneys for Defendant
 9 CHIPOTLE MEXICAN GRILL, INC.

10

11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA

13 KEVIN SHENKMAN, an Individual,
 14 and on behalf of other members of the
 15 general public similarly situated

16 Plaintiffs,

17 v.

18 CHIPOTLE MEXICAN GRILL, INC.,
 19 a Delaware corporation; and DOES 1 to
 20 100 Inclusive,

21 Defendants.

22 Case No.

23 } DECLARATION OF ROBERT WILNER
 24 } IN SUPPORT OF DEFENDANT
 25 } CHIPOTLE MEXICAN GRILL, INC.'S
 26 } NOTICE OF REMOVAL

27 Removal Date: September 22, 2011
 28 Trial Date: Not Set

29 I, Robert Wilner, declare and state as follows:

30 1. I am employed by Chipotle Mexican Grill, Inc. ("Chipotle") as the
 31 Executive Director of People Support. I am providing this declaration in support of
 32 Chipotle's Notice of Removal.

33 2. I have been employed by Chipotle since September 1, 2002, and have
 34 served as Chipotle's Executive Director of Human Resources or People Support since
 35 January 1, 2009. I have also served as Chipotle's Chief Administrative Officer.
 36 Through my experience as Chipotle's Chief Administrative Officer and Executive

1 Director of Human Resources, I have acquired personal knowledge of Chipotle's
2 corporate structure. I have also become personally familiar with each of Chipotle's
3 officers, executive directors, board members and regional directors and am
4 knowledgeable about the respective duties and responsibilities of each. I am also
5 generally familiar with Chipotle's restaurant locations and number of employees. I
6 have personal knowledge of all of the facts set forth below, and if called upon to
7 testify to them, I could and would do so competently and truthfully.

8 3. Chipotle develops and operates fast-casual, fresh Mexican food
9 restaurants.

10 4. Chipotle is an entity established under the laws of the State of Delaware.

11 5. Chipotle's corporate headquarters is located at 1401 Wynkoop Street,
12 Suite 500, Denver, Colorado 80202. Chipotle employs approximately 150 people at
13 its Denver headquarters. True and correct copies of excerpts from Chipotle's Form
14 10-Q for the period ending June 30, 2011 – identifying 1401 Wynkoop Street, Suite
15 500, Denver, Colorado 80202, as the address of Chipotle's "Principal Executive
16 Offices" – are attached hereto as Exhibit A.

17 6. Chipotle also operates a small executive office at 71 Gansevoort Street,
18 Suite 2A, New York, New York 10014. One of Chipotle's two co-Chief Executive
19 Officers and its Chief Marketing Officer split their time working between this office
20 and Chipotle's Denver headquarters.

21 7. Chipotle also maintains a small office in Columbus, Ohio, where it
22 employs approximately 45 people who perform accounting functions. There are no
23 high level Chipotle officers who direct, control or coordinate the corporation's
24 activities from this small administrative office in Ohio.

25 8. Chipotle also maintains a small administrative office in five of the six
26 regions into which its restaurants are divided: Rocky Mountain, Pacific, Central,
27 South and Mid-Atlantic. The Rocky Mountain regional office is located within
28 Chipotle's Denver headquarters, at 1401 Wynkoop Street, Suite 500, Denver,

1 Colorado 80202. The Pacific regional office is located at 2525 Natomas Park Drive,
2 Suite 105, Sacramento, California 95833. The Central regional office is located at
3 1111 West 22nd Street, Suite 640, Oak Brook, Illinois 60523. The South regional
4 office is located at 8140 North MoPac, Building 4, Suite 250, Austin, Texas 78759.
5 The Mid-Atlantic regional office is located at 8280 Greensboro Drive, Suite 100,
6 McLean, Virginia 22102. Chipotle does not currently have an administrative office
7 in its Northeast region.

8 9. The foregoing regional offices serve primarily as a base of operations for
each Regional Director, a small regional Human Resources staff and a small regional
10 Local Store Marketing staff. The only people who regularly work out of each such
11 regional office are 4-5 People Support Consultants and/or People Support Specialists
12 who report, through their respective Regional People Directors, to the appropriate
13 Regional Director and, indirectly, to me. Although some of the Regional Directors,
14 Regional People Directors, regional Language Development Consultants and regional
15 Local Store Marketing Directors and Consultants have dedicated office space in some
16 of these regional offices, each of them spends the significant majority of his or her
17 time working at, and traveling between, the restaurants in his or her respective region,
18 rather than at the regional office. Each of these regional offices also serves as a base
19 of operations for a small regional facilities maintenance staff, which spends most of
20 its time working at the restaurants in the region, and which reports directly to
21 Chipotle's Denver headquarters.

22 10. Other than the offices described in paragraphs 5-9, above, Chipotle does
23 not maintain any other executive or administrative offices.

24 11. Chipotle's principal decision makers are its executive officers, executive
25 directors, board of directors and regional directors.

26 12. Chipotle's executive officers consist of two co-Chief Executive Officers,
27 a Chief Financial Officer, a Chief Development Officer and a Chief Marketing
28 Officer.

1 13. Chipotle's two co-Chief Executive Officers are the principal executive
2 officers of the corporation and are responsible for the total management of the
3 corporation by facilitating the operation of its business while guiding its officers and
4 employees in furtherance of the company's objectives. One of Chipotle's two co-
5 Chief Executive Officers works from offices in Chipotle's corporate headquarters,
6 located at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202. The other co-
7 Chief Executive Officer splits his time between Chipotle's executive office in New
8 York City and its headquarters in Denver.

9 14. Chipotle's Chief Financial Officer is the corporation's principal financial
10 and accounting officer and is responsible for all financial, accounting and reporting
11 functions of the corporation, as well as for overseeing Information Technology,
12 training, safety, security and risk for the entire corporation. Chipotle's Chief
13 Financial Officer works from an office in Chipotle's corporate headquarters, located
14 at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202. True and correct
15 copies of excerpts from Chipotle's current Proxy Statement, which include a
16 description of the responsibilities of Chipotle's Chief Financial Officer, are attached
17 hereto as Exhibit B.

18 15. Chipotle's Chief Development Officer is responsible for the physical
19 expansion of the corporation by overseeing the identification of new markets for
20 Chipotle restaurants and the construction of new restaurants in appropriate markets,
21 throughout the United States and internationally. Chipotle's Chief Development
22 Officer works from an office in Chipotle's corporate headquarters, located at 1401
23 Wynkoop Street, Suite 500, Denver, Colorado 80202.

24 16. Chipotle's Chief Marketing Officer is responsible for improving the
25 corporation's marketing direction and message, deepening its relationship with
26 customers and continuing to attract new customers. As such the Chief Marketing
27 Officer oversees all advertising and promotional programs (including print, outdoor,
28 transit and radio advertisements), in-store communications and design elements (such

1 as menus and signs). Chipotle's Chief Marketing Officer splits his time between
2 Chipotle's executive office in New York City and its headquarters in Denver.

3 17. Chipotle's executive directors consist of an Executive Director of
4 International Development, an Executive Director of IT/Training/PD, an Executive
5 Director of Purchasing and myself.

6 18. Chipotle's Executive Director of International Development is responsible
7 for the physical expansion of the corporation in international markets through the
8 identification of international markets for Chipotle restaurants and the construction of
9 new restaurants in appropriate international markets. Chipotle's Executive Director
10 of International Development is currently working primarily in Europe, but maintains
11 an office in Chipotle's corporate headquarters, located at 1401 Wynkoop Street, Suite
12 500, Denver, Colorado 80202.

13 19. Chipotle's Executive Director of IT/Training/PD is responsible for
14 maintaining and improving the corporation's integrated information system, which
15 manages the flow of information within each of Chipotle's restaurants and between
16 the restaurants and the corporate offices in Denver. Chipotle's Executive Director of
17 IT/Training/PD works from an office in Chipotle's corporate headquarters, located at
18 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

19 20. Chipotle's Executive Director of Purchasing is responsible for overseeing
20 the procurement of food ingredients, equipment and supplies for all of Chipotle's
21 restaurants, throughout the United States and internationally. Chipotle's Executive
22 Director of Purchasing works from an office in Chipotle's corporate headquarters,
23 located at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

24 21. As Chipotle's Executive Director of People Support, I am responsible for
25 the design and implementation of strategies and policies relating to the management
26 of all Chipotle employees, throughout the United States and internationally, in
27 furtherance of the corporation's objectives. I work from an office in Chipotle's

28

1 corporate headquarters, located at 1401 Wynkoop Street, Suite 500, Denver,
2 Colorado 80202.

3 22. Chipotle's board of directors consists of seven members, including
4 Chipotle's two co-CEOs. The members of Chipotle's board of directors are
5 responsible for adopting policies to support the corporation's values and to provide
6 good corporate governance for the entire corporation. Chipotle's board of directors
7 typically meets three or four times per year in Denver, Colorado, and one time per
8 year in some other, varying location.

9 23. Chipotle also employs one Regional Director in each of the six regions
10 into which its restaurants are divided: Rocky Mountain, Pacific, Central, South, Mid-
11 Atlantic and Northeast. Each region includes multiple states. For example, the
12 Pacific region currently encompasses Washington, Oregon, Nevada and California.
13 Each Regional Director is responsible for business operations in his or her region but
14 reports to the co-Chief Executive Officer resident in Denver, who, along with the
15 other co-Chief Executive Officer, is ultimately responsible for all business operations.
16 Although some of these Regional Directors have dedicated office space in some of
17 the regional offices described in paragraphs 8-9, above, each of them spends the
18 significant majority of his or her time working at, and traveling between, the
19 restaurants in his or her respective region, rather than at the regional office. The
20 Pacific Regional Director does not have a dedicated office at Chipotle's Pacific
21 regional office in Sacramento, California.

22 24. None of Chipotle's executive officers, executive directors or board
23 members is a resident of, or regularly works from, California. Chipotle's Pacific
24 Regional Director is a resident of California, but splits his time working at various
25 locations throughout Washington, Oregon, Nevada and California. None of
26 Chipotle's other five Regional Directors is a resident of, or regularly works from,
27 California.

28

25. Chipotle's Customer Service department is located in the corporation's headquarters, at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202.

26. Thus, although Chipotle currently employs over 29,000 people and, as of June 30, 2011 (the date of its most recent Form 10-Q), operated 1131 restaurants throughout the United States, as well as in Canada and the United Kingdom, almost all of the corporation's high level officers who direct, control and coordinate its activities work from Chipotle's corporate headquarters, located at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202, with two of the executive officers also working part of their time from New York and one executive director working primarily from London. Of the corporation's several principal decision makers, only the Pacific Regional Director is a resident of California, but he splits his time working throughout that state and in other states.

27. As such, virtually all of Chipotle's core executive and operational functions are carried out from its Denver headquarters, and, to a much lesser extent, from its small executive office in New York City. With the exception of some accounting functions that are performed by employees in Columbus, Ohio, Chipotle's major administrative functions are conducted in its Denver headquarters, as well.

28. Chipotle's Denver corporate headquarters is not simply an office where the corporation holds its board meetings or where its principal decision makers can work when they happen to be in Colorado.

I swear and declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 19th day of September, 2011, at Denver, Colorado.


Robert Wilner

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2011

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-32731

CHIPOTLE MEXICAN GRILL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
1401 Wynkoop St., Suite 500 Denver, CO
(Address of Principal Executive Offices)

84-1219301
(IRS Employer
Identification No.)
80202
(Zip Code)

Registrant's telephone number, including area code: (303) 595-4000

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer
Non-accelerated filer

(Do not check if a smaller reporting company)

Accelerated filer
Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 18, 2011 there were 31,345,733 shares of the registrant's common stock, par value of \$0.01 per share outstanding.

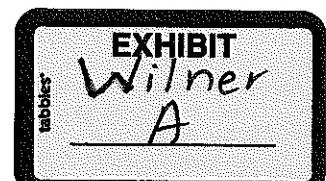


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Chipotle Mexican Grill, Inc.
Notes to Condensed Consolidated Financial Statements
 (unaudited)
 (dollar and share amounts in thousands, unless otherwise specified)

1. Basis of Presentation

Chipotle Mexican Grill, Inc. (the "Company"), a Delaware corporation, develops and operates fast-casual, fresh Mexican food restaurants throughout the United States. The Company also has two restaurants in Toronto, Canada and one in London, England. As of June 30, 2011, the Company operated 1,131 restaurants. The Company is transitioning the management of its operations from five regions to six regions and has aggregated its operations to one reportable segment.

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles for interim financial statements and pursuant to the rules and regulations of the Securities and Exchange Commission. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments consisting of normal recurring adjustments necessary for a fair presentation of its financial position and results of operations. Interim results of operations are not necessarily indicative of the results that may be achieved for the full year. The financial statements and related notes do not include all information and footnotes required by U.S. generally accepted accounting principles for annual reports. This quarterly report should be read in conjunction with the consolidated financial statements included in the Company's annual report on Form 10-K for the year ended December 31, 2010.

The Company has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through the day the financial statements are issued.

2. Recently Issued Accounting Standards

In May 2011, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and International Financial Reporting Standards ("IFRS")." This pronouncement was issued to provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and IFRS. ASU 2011-04 changes certain fair value measurement principles and enhances the disclosure requirements particularly for level 3 fair value measurements. This pronouncement is effective for reporting periods beginning on or after December 15, 2011. The adoption of ASU 2011-04 is not expected to have a significant impact to the Company's consolidated financial position or results of operations.

In June 2011, the FASB issued ASU No. 2011-05, "Presentation of Comprehensive Income." ASU 2011-05 eliminates the option to report other comprehensive income and its components in the statement of changes in stockholders' equity and requires an entity to present the total of comprehensive income, the components of net income and the components of other comprehensive income either in a single continuous statement or in two separate but consecutive statements. This pronouncement is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. The Company believes the adoption of ASU 2011-05 concerns presentation and disclosure only and will not have an impact on its consolidated financial position or results of operations.

3. Comprehensive Income

The following table presents comprehensive income for the three and six months ended June 30, 2011 and 2010.

| | Three months ended June 30 | | Six months ended June 30 | |
|------------------------------------------|----------------------------|------------------|--------------------------|------------------|
| | 2011 | 2010 | 2011 | 2010 |
| Net income | \$ 50,657 | \$ 46,461 | \$ 97,039 | \$ 84,308 |
| Foreign currency translation adjustments | 107 | 50 | 725 | (109) |
| Comprehensive income | <u>\$ 50,764</u> | <u>\$ 46,511</u> | <u>\$ 97,764</u> | <u>\$ 84,199</u> |

4. Loss on Equity Method Investment

During the three and six months ended June 30, 2011, the Company recognized losses of \$2,367 and \$2,486, respectively, on its equity method investment in ANGR Holdings, LLC, which operated the restaurants awarded on the television program America's Next Great Restaurant prior to their closure. The recognized losses, which represent the entire amount of our investment, are included in interest and other expense in the condensed consolidated statement of income.

CHIPOTLE MEXICAN GRILL, INC.

1401 Wynkoop Street, Suite 500
Denver, Colorado 80202

PROXY STATEMENT

ANNUAL MEETING INFORMATION

This proxy statement contains information related to the annual meeting of shareholders of Chipotle Mexican Grill, Inc. to be held on Wednesday, May 25, 2011, beginning at 8:00 a.m. at The Westin Tabor Center, 1672 Lawrence Street, Denver, Colorado. This proxy statement was prepared under the direction of Chipotle's Board of Directors to solicit your proxy for use at the annual meeting. It will be made available to shareholders on or about April 7, 2011.

Who is entitled to vote and how many votes do I have?

If you were a shareholder of record of our common stock on March 30, 2011, you are entitled to vote at the annual meeting, or at any postponement or adjournment of the annual meeting. On each matter to be voted on, you may cast one vote for each share of common stock you hold. As of March 30, 2011 there were 31,117,371 shares of common stock outstanding and entitled to vote.

What am I voting on?

You will be asked to vote on six proposals:

Proposal A – Election of two directors: John S. Charlesworth and Montgomery F. Moran.

Proposal B – Approval of the Chipotle Mexican Grill, Inc. 2011 Stock Incentive Plan.

Proposal C – Approval of the Chipotle Mexican Grill, Inc. Employee Stock Purchase Plan.

Proposal D – An advisory vote on the compensation of our executive officers as disclosed in this proxy statement ("say-on-pay").

Proposal E – An advisory vote on the frequency of say-on-pay votes.

Proposal F – Ratification of the selection of Ernst & Young LLP as our independent registered public accounting firm for the year ending December 31, 2011.

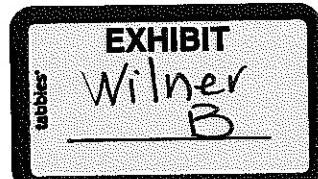
The Board of Directors is not aware of any other matters to be presented for action at the meeting.

How does the Board of Directors recommend I vote on the proposals?

The Board of Directors recommends a vote **FOR** each candidate for director, **FOR** proposals B, C, D and F, and in favor of holding an advisory vote on the compensation of our executive officers every **three** years.

How do I vote?

If you hold your shares through a broker, bank, or other nominee in "street name," you need to submit voting instructions to your broker, bank or other nominee in order to cast your vote. In most instances you can do this over the Internet. The Notice of Internet Availability of Proxy Materials that was mailed to you has specific instructions for how to submit your vote, or if you have received or request a hard copy of this proxy statement you may mark, sign, date and mail the accompanying voting instruction form in the postage-paid envelope provided. Your vote is revocable by following the procedures outlined in this proxy statement. However, since you are not a shareholder of record you may not vote your shares in person at the meeting without obtaining authorization from your broker, bank or other nominee.



EXECUTIVE OFFICERS AND COMPENSATION

EXECUTIVE OFFICERS

In addition to Steve Ells, our Chairman of the Board and Co-Chief Executive Officer, and Monty Moran, our Co-Chief Executive Officer, each of whose biographies are included under the heading "Information Regarding the Board of Directors," our executive officers are as follows:

John R. (Jack) Hartung, 53, is Chief Financial Officer and has served in this role since 2002. In addition to having responsibility for all of our financial and reporting functions, Mr. Hartung also oversees IT, training, and safety, security and risk. Mr. Hartung joined Chipotle after spending 18 years at McDonald's where he held a variety of management positions, most recently as Vice President and Chief Financial Officer of its Partner Brands Group. Mr. Hartung has a Bachelor of Science degree in accounting and economics as well as an MBA from Illinois State University.

Robert (Bob) N. Blessing Jr., 67, was appointed Chief Development Officer as of February 1, 2010. Mr. Blessing came to Chipotle in 1999 as a regional director, and opened our first restaurant in the Northeast region. His role expanded thereafter to include responsibility for additional markets, and from 2005 to 2008 he led our entire Northeast and Central regions. From May 2008 through February 1, 2010, he served as our Restaurant Support Officer, providing field support for our marketing as well as overseeing our five regional directors and our purchasing function. Before coming to Chipotle, he served in executive leadership roles at a number of food service and restaurant companies, including Vie de France Retail and Restaurant Bakery, Franchise Management Corporation (an Arby's franchisee), and Thompson Hospitality (a contract food service company). Mr. Blessing has Bachelors and Masters degrees in business administration/economics from the University of Cincinnati.

Mark Crumpacker, 48, was appointed Chief Marketing Officer in January 2009. From December 2002 until December 2008 Mr. Crumpacker was Creative Director for Sequence, LLC, a strategic design and marketing consulting firm he co-founded in 2002, and prior to that served as creative director and in other leadership roles for a variety of design and media companies. Mr. Crumpacker attended the University of Colorado and received his B.F.A. from the Art College of Design in Pasadena, California.

COMPENSATION DISCUSSION AND ANALYSIS

This Compensation Discussion and Analysis describes the objectives and principles underlying our executive compensation programs, outlines the material elements of the compensation of our executive officers and explains the Compensation Committee's determinations as to the actual compensation of our executive officers for 2010. In addition, this Compensation Discussion and Analysis is intended to put into perspective the tables and related narratives which follow it regarding the compensation of our executive officers.

Executive Summary

To make decisions regarding the compensation of our executive officers, the Compensation Committee of our Board of Directors considers company performance. Determinations of base salaries and long-term incentives awards for 2010 were made early in the year, and were formulated in light of our past performance, including in particular our extremely strong company performance during 2009. The compensation awarded included significant grants of SOSARs, which ensure that the executive officers will only be rewarded if we continue to achieve gains for our shareholders, and align executive and shareholder interests by granting our executive officers a meaningful share of the shareholder value created by our company over time. Our performance in 2010 also resulted in payouts under our Annual Incentive Plan that were well above target.

Our strong net income growth during 2009 and 2010 also resulted in achievement of the performance goal associated with performance shares awarded to the executive officers in 2008. As a result, those awards vested

1 MESSNER & REEVES, LLC
2 Charles C. Cavanagh (CA State Bar No. 198468)
3 1430 Wynkoop Street, Suite 300
4 Denver, Colorado 80202
5 Telephone: (303) 623-1800
6 Facsimile: (303) 623-0552
7 E-mail: ccavanagh@messner.com

8 Attorneys for Defendant
9 CHIPOTLE MEXICAN GRILL, INC.

10

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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 KEVIN SHENKMAN, an Individual,
15 and on behalf of other members of the
16 general public similarly situated

17 Plaintiffs,

18 v.
19 CHIPOTLE MEXICAN GRILL, INC.,
20 a Delaware corporation; and DOES 1 to
21 100 Inclusive,

22 Defendants.

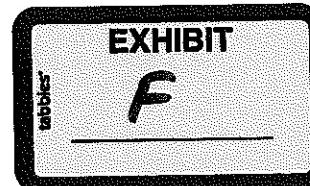
23 Case No.

24 **DECLARATION OF RYAN MURRIN IN
25 SUPPORT OF DEFENDANT CHIPOTLE
MEXICAN GRILL, INC.'S NOTICE OF
REMOVAL**

26 Removal Date: September 22, 2011
27 Trial Date: Not Set

28 I, Ryan Murrin, declare and state as follows:

1. I am employed by Chipotle Mexican Grill, Inc. ("Chipotle") as the
2. Director, Advertising, Research & Direct. I am providing this declaration in support
3. of Chipotle's Notice of Removal. I have personal knowledge of all of the facts set
4. forth below, and if called upon to testify to them, I could and would do so
5. competently and truthfully.

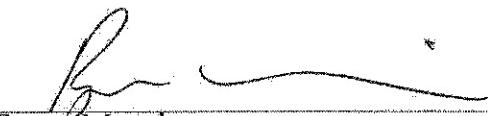


1 2. Through my experience as Chipotle's Director, Advertising, Research &
2 Direct, I have acquired personal knowledge of, and familiarity with, how Chipotle
3 conducts print advertising campaigns.

4 3. Chipotle currently retains a media buying firm, Compass Point Media, to
5 arrange for placement of all of its print advertising. At my request, Compass Point
6 Media has provided me with a chart indicating the gross print advertising rates –
7 pulled directly from the publishers' website rate cards – for the major daily
8 newspapers in Los Angeles, San Francisco, San Diego and Sacramento. A true and
9 correct copy of that advertising rate chart is attached hereto as **Exhibit A**.

10 I swear and declare under penalty of perjury under the laws of the United
11 States of America and the State of California that the foregoing is true and correct to
12 the best of my knowledge.

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14 Executed this 19th day of September, 2011, at Denver, Colorado.

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Ryan Murrin

**2011 Newspaper Request - Chipotle
9/16/2011**

| | Gross Mon-Wed | Gross Thur-Sat | Gross Sun | Gross Additional Color Charge Mon-Thur |
|-------------------------|----------------------|-----------------------|---------------------|-----------------------------------------------|
| | Full Page BW | Full Page BW | Full Page BW | |
| Sacramento Bee | \$17,936 | \$19,419 | \$24,889 | \$2,353 |
| San Francisco Chronicle | \$45,529 | \$45,529 | \$50,082 | \$4,659 |
| LA Times | \$53,271 | \$53,271 | \$71,024 | \$17,756 |
| San Diego Union-Tribune | \$30,353 | \$34,299 | \$43,405 | \$3,335 |

All Rates are based on open newspaper rates and GROSS dollars



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6 Facsimile: (303) 623-0552
7 E-mail: ccavanagh@messner.com

8 Attorneys for Defendant
9 CHIPOTLE MEXICAN GRILL, INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KEVIN SHENKMAN, an Individual,
and on behalf of other members of the
general public similarly situated

Plaintiffs,

v.
CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation; and DOES 1 to
100 Inclusive,

Defendants.

Case No.

**DECLARATION OF KIRSTEN
HELGELAND IN SUPPORT OF
DEFENDANT CHIPOTLE MEXICAN
GRILL, INC.'S NOTICE OF REMOVAL**

Removal Date: September 22, 2011
Trial Date: Not Set

I, Kirsten Helgeland, declare and state as follows:

1. I am employed by Chipotle Mexican Grill, Inc. ("Chipotle") as a
Marketing Program Manager. I am providing this declaration in support of
Chipotle's Notice of Removal. I have personal knowledge of all of the facts set forth
below, and if called upon to testify to them, I could and would do so competently and
truthfully.



1 2. Through my experience as one of Chipotle's Marketing Program
2 Managers, I have acquired personal knowledge of, and experience with, Chipotle's
3 preparation and purchase of the paper menus that it places in its restaurants.

4 3. As of June 30, 2011, the date of Chipotle's most recently filed Form 10-
5 Q, Chipotle operates 181 restaurants in California and 11 in Nevada.

6 4. Chipotle recently purchased from Trident Communications Group, Inc.
7 192,000 paper menus to be distributed evenly among Chipotle's 192 restaurants in
8 California and Nevada. The total cost of these menus was \$22,848. A true and
9 correct copy of an invoice from Trident Communications Group, Inc. to Chipotle for
10 the purchase of these 192,000 menus is attached hereto as **Exhibit A**.

11 I swear and declare under penalty of perjury under the laws of the United
12 States of America and the State of California that the foregoing is true and correct to
13 the best of my knowledge.

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15 Executed this 19 day of September, 2011, at Denver, Colorado.

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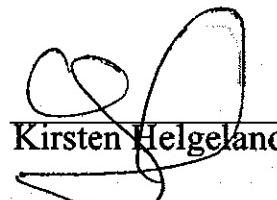
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Kirsten Helgeland

Trident Communications Group, Inc.
3100 E. Stanford Drive
Englewood, CO 80113

BILL TO

Chipotle
c/o Martha Scott
1401 Wynkoop St.
Suite 500
Denver, CO 80202

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | INVOICE # |
|-------------|-----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------|----------------|
| | Net 10 | TWB | 7/8/2011 | | | 7/8/2011 19328 |
| QUANTITY | ITEM CODE | | DESCRIPTION | | PRICE EACH | AMOUNT |
| 192,000 | Printing | | CAN/NV Store menu roll-out: new art each store w/nutritional changes, 1000/store menus per store, 192 stores, price adj.pack/ship/rush Out-of-state sale, exempt from sales tax | 0.119 | 22,848.00T | |
| | | | | 0.00% | 0.00 | |

Please split the total amount
btw stores in
CA - NV

| CATEGORY | MKT/STORE/DEPT/REGION | |
|--------------------|-----------------------|--------------------|
| 6710 | | |
| DESCRIPTION | | |
| Store menus. | | |
| EMAIL/MONTH | DATE OK | APPROVAL |
| Sept | 9/14/11 | <i>[Signature]</i> |

Total

\$22,848.00

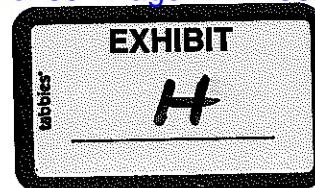
Pay online at: <https://ipn.intuit.com/973rwgg3>

Phone #
303-783-2833

Fax #
303-783-2839

E-mail
tbremer@tcgink.net





1 MESSNER & REEVES, LLC
2 Charles C. Cavanagh (CA State Bar No. 198468)
3 1430 Wynkoop Street, Suite 300
4 Denver, Colorado 80202
Telephone: (303) 623-1800
Facsimile: (303) 623-0552
E-mail: ccavanagh@messner.com

5 Attorneys for Defendant
CHIPOTLE MEXICAN GRILL, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

12 KEVIN SHENKMAN, an Individual,
13 and on behalf of other members of the
general public similarly situated

14 Plaintiffs,

15 v.

16 CHIPOTLE MEXICAN GRILL, INC.,
17 a Delaware corporation; and DOES 1 to
100 Inclusive,

18 Defendants.

Case No.

**DECLARATION OF SHAUNA HARVEY
IN SUPPORT OF DEFENDANT
CHIPOTLE MEXICAN GRILL, INC.'S
NOTICE OF REMOVAL**

Removal Date: September 22, 2011
Trial Date: Not Set

21 I, Shauna Harvey, declare and state as follows:

22 1. I am employed by Chipotle Mexican Grill, Inc. (“Chipotle”) as the
23 Director of Financial Planning & Analysis. I am providing this declaration in support
24 of Chipotle’s Notice of Removal. I have personal knowledge of all of the facts set
25 forth below, and if called upon to testify to them, I could and would do so
26 competently and truthfully.

27 2. Through my experience as Chipotle's Director of Financial Planning &
28 Analysis, I have personal knowledge of, and experience with, the various databases,

1 tools and other information that Chipotle uses to measure its sales and to track its
2 inventory.

3 3. When a sales transaction is entered into the point-of-sale terminal located
4 in one of Chipotle's restaurants, information relating to the transaction is daily
5 captured and replicated on Chipotle's internal data warehousing database, Datamart.

6 4. According to a search that I ran on Chipotle's Datamart database, the total
7 amount of Chipotle's net sales in California since August 19, 2007, plus the total
8 retail value of the complimentary food that Chipotle has given away to consumers in
9 California since August 19, 2007, is \$1,146,558,665. That total resulted from
10 113,914,194 total sales transactions and complimentary transactions. Dividing the
11 \$1,146,558,665 in sales and complimentary food by the 113,914,194 total sales and
12 complimentary transactions yields an average gross transaction value of \$10.07.

13 5. I have reviewed a database of invoice information relating to the quantity
14 of pinto beans that Chipotle has purchased for service to customers in California.
15 According to the information that I have reviewed, Chipotle has purchased 523,159
16 cases of pinto beans for service to customers in California since August 19, 2007,
17 which comes to a total of 13,340,555 pounds, or 213,448,872 ounces of pinto beans
18 purchased by Chipotle for service to customers in California since August 19, 2007.

19 6. Based upon the theoretical recipes that Chipotle maintains on its
20 eRestaurant Services database, the theoretical portion size of pinto beans given to
21 each customer who requests an entrée-type item containing pinto beans is 4 ounces
22 and the theoretical portion size of pinto beans given to each customer who requests a
23 smaller item containing pinto beans is 2 ounces.

24 7. According to a search that I ran on Chipotle's Datamart database,
25 Chipotle has sold 156,173,176 entrée-type items that could potentially have contained
26 pinto beans in California since August 19, 2007, meaning that – when multiplied by 4
27 ounces each – Chipotle potentially could have sold 624,692,704 ounces of pinto
28 beans in its entrees in California since August 19, 2007.

1 8. According to a search that I ran on Chipotle's Datamart database,
2 Chipotle has sold 7,748,169 smaller items that could potentially have contained pinto
3 beans in California since August 19, 2007, meaning that – when multiplied by 2
4 ounces each – Chipotle potentially could have sold 15,496,338 ounces of pinto beans
5 in its smaller items in California since August 19, 2007. Thus, based on the number
6 of entrée-type and smaller items actually sold by Chipotle in California since August
7 19, 2007, Chipotle had the potential to sell 640,189,042 ounces of pinto beans.

8 9. From dividing the 640,189,042 total ounces of pinto beans that Chipotle
9 could have sold in California since August 19, 2007, into the 213,448,872 ounces of
10 pinto beans that Chipotle purchased for service to customers in California during that
11 period, I derived that the approximate percentage of items sold that could have
12 contained pinto beans that were likely to have contained pinto beans was 33%.

13 10. Multiplying that percentage by the 113,914,194 total sales transactions
14 and complimentary transactions in California since August 19, 2007, I deduced that
15 the approximate number of transactions in California since August 19, 2007, that
16 were likely to have included pinto beans was 37,209,610.

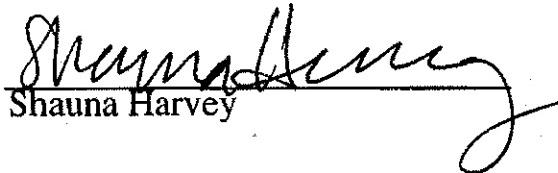
17 11. Multiplying the 37,209,610 transactions in California since August 19,
18 2007, that were likely to have included pinto beans by the \$10.07 average gross
19 transaction value yields an estimated gross sales value of items likely to have
20 contained pinto beans in California since August 19, 2007, of \$374,518,741.

21 12. Through my experience as Chipotle's Director of Financial Planning &
22 Analysis, I have also acquired personal knowledge of, and experience with,
23 determining the costs to Chipotle of its in-store menu boards. Based upon my review
24 of recent invoices from Chipotle's menu board vendor, the in-store menu boards
25 currently used by Chipotle in California cost approximately \$65 each. Therefore, the
26 cost to Chipotle of replacing one menu board in each of the 181 restaurants that it had
27 in California as of June 30, 2011 (the date of Chipotle's most recently Form 10-Q),
28 would be \$11,765.

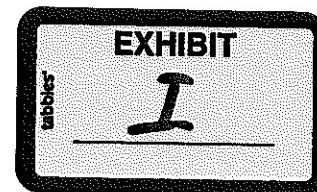
1 I swear and declare under penalty of perjury under the laws of the United
2 States of America and the State of California that the foregoing is true and correct to
3 the best of my knowledge.

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5 Executed this 20th day of September, 2011, at Denver, Colorado.

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7 Shauna Harvey
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MESSNER & REEVES, LLC
Charles C. Cavanagh (CA State Bar No. 198468)
1430 Wynkoop Street, Suite 300
Denver, Colorado 80202
Telephone: (303) 623-1800
Facsimile: (303) 623-0552
E-mail: ccavanagh@messner.com

Attorneys for Defendant
CHIPOTLE MEXICAN GRILL, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KEVIN SHENKMAN, an Individual,
and on behalf of other members of the
general public similarly situated

Plaintiffs,

v.
CHIPOTLE MEXICAN GRILL, INC.,
a Delaware corporation; and DOES 1 to
100 Inclusive,

Defendants.

} Case No.

**DECLARATION OF SHANNON KYLLO
IN SUPPORT OF DEFENDANT
CHIPOTLE MEXICAN GRILL, INC.'S
NOTICE OF REMOVAL**

Removal Date: September 22, 2011
Trial Date: Not Set

I, Shannon Kyllo, declare and state as follows:

1. I am employed by Chipotle Mexican Grill, Inc. ("Chipotle") as a Customer Service Manager. I am providing this declaration in support of Chipotle's Notice of Removal. I have personal knowledge of all of the facts set forth below, and if called upon to testify to them, I could and would do so competently and truthfully.

2. Through my experience as one of Chipotle's Customer Service Managers, I have acquired personal knowledge of, and experience with, the various ways in which Chipotle receives, and responds to, customer comments and complaints.

1 3. One of the channels through which Chipotle commonly receives customer
2 comments and complaints is through its Internet website.

3 4. When a customer sends Chipotle a comment or complaint through its
4 Internet website, it is automatically routed to an Information Technology tool we
5 refer to as the "Customer Comments Admin Section." Once in that tool, Chipotle's
6 customer service employees respond to and categorize each comment or complaint.
7 All comments or complaints are saved in the "Customer Comments Admin Section,"
8 where they may be searched and reviewed.

9 5. According to searches that I ran in Chipotle's "Customer Comments
10 Admin Section," Chipotle has received, since August 19, 2007, 15 Internet
11 complaints from transactions arising out of its California restaurants regarding the
12 fact that Chipotle's pinto beans are cooked with bacon.

13 I swear and declare under penalty of perjury under the laws of the United
14 States of America and the State of California that the foregoing is true and correct to
15 the best of my knowledge.

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17 Executed this 19th day of September, 2011, at Denver, Colorado.

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Shannon Kyllo

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